

CONSTRUCTION SERVICES CONTRACT

THIS CONTRACT is made and entered into by and between YAMHILL COUNTY, a political subdivision of the State of Oregon, acting by and through its **PUBLIC WORKS**, hereinafter referred to as the “County”, and **HAWORTH INC.**, an Oregon corporation whose Federal Employer Identification No. is **93-1078712**, hereinafter referred to as the “Contractor”.

RECITALS

WHEREAS, The County requires the services of a construction services contractor for the **2024 PIKE ROAD SUPERSTRUCTURE REPLACEMENT** Project (the “Project”); and

WHEREAS, The Contractor possesses the knowledge, qualifications, and experience to perform the work required for, the Project; and

WHEREAS, A procurement of the construction services described herein was done in compliance with ORS 279C and YCR Division 49; and

NOW, THEREFORE, in consideration of the promises and the mutual covenants and conditions set forth herein, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed by the parties as follows:

AGREEMENT

1. **COMMENCEMENT AND COMPLETION DATE.** This Contract shall become effective, and the Work required hereunder shall commence, upon the County’s issuance of a *Notice to Proceed*. The Work must be completed no later than **OCTOBER 31ST, 2024** unless the deadline is extended or otherwise modified pursuant to Section 8.
 - a. **Penalty For Failure to Meet Deadline.** The parties agree that the County has a substantial interest in the timely completion of the Project and all Work to be performed under this Contract in accordance with the agreed upon schedule. However, the parties agree that the damages to be anticipated from the failure of the Contractor to complete Work under this Contract in the specified time are uncertain and difficult to establish. The parties therefore desire to liquidate the County’s damages for the Contractor’s failure to complete the Project and all Work on time. The parties therefore agree that the Contractor is liable for and shall pay as liquidated damages to the County the sum of **\$2,450 (contract price x .005)** per day for each calendar day to commence on the first calendar day after the required completion date under this Contract and to continue after each and every calendar day until all work is satisfactorily completed as specified in the Contract Documents.

2. **CONSIDERATION.** As consideration for the performance of all terms and conditions set forth in this Contract, the County shall pay the Contractor a sum not to exceed **\$494,209.50**. The County shall make payment upon receipt and acceptance of the services as invoiced by the Contractor. The County shall pay invoices within thirty (30) days after an invoice has been received and approved by the authorized a County representative.
 - a. The compensation provided herein shall be exclusive, and the County shall neither pay nor provide Contractor with any fringe benefits, including, but not limited to,

retirement, health insurance, workers' compensation insurance, unemployment insurance, or sick leave. No additional compensation or alternate form thereof shall be payable by the County to the Contractor for any purpose whatsoever unless otherwise agreed in writing. The Contractor shall be responsible for paying all income taxes, Social Security or self-employment taxes and any other taxes or assessments imposed by any governmental body incurred by reason of the County's payment of compensation hereunder to Contractor.

3. **WORK TO BE PERFORMED BY THE CONTRACTOR.** The Contractor agrees to perform, to the satisfaction of the County, the Work as detailed in the Project's design, plans, and specifications (the "Contract Documents"), attached hereto as Exhibit A and incorporated by this reference herein. "Work" means the construction and any related services required by or reasonably inferred from the Contract Documents, whether completed or partially completed, including (except as otherwise expressly stated in this Contract) all other labor, materials, equipment, tools, permits, fees, licenses, facilities, taxes, transportation, supervision, temporary constructions of every nature, and all other services, management, and facilities of every nature whatsoever necessary to fulfill the Contractor's duties herein within the term of the Contract.

a. Additional Work Obligations. Additional Work obligations of the Contractor include the following:

- i. The Contractor shall obtain and pay for all necessary permits and licenses, except for those specifically excluded in the Contract Documents, including, but not limited to, permits and licenses required for the construction of the Work, for temporary obstructions, enclosures, opening of streets for pipes, walls, utilities, environmental work, and others as required for the Project. The Contractor shall be responsible for all violations of the law in connection with the construction or caused by obstructing streets, sidewalks or otherwise. The Contractor shall give all requisite notices to public authorities. The Contractor shall pay all royalties and license fees. The Contractor shall defend all suits or claims for infringement of any patent or other proprietary rights and save harmless and blameless from loss, on account thereof, Yamhill County, and its departments, divisions, members and employees.
- ii. The Contractor shall keep on the Project site, during the progress of the Work, a competent superintendent and any necessary assistants who shall be satisfactory to the County and who shall represent the Contractor on the site. Directions given to the superintendent by the County's authorized representative shall be confirmed in writing provided to the Contractor by the County.
- iii. The Contractor shall prepare, review for compliance with the Contract Documents, approve, and submit to the County drawings, product data, samples, and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the County or of separate contractors.
- iv. The Contractor shall confine equipment, storage of materials, and operation of Work to the limits indicated by Contract Documents, law, ordinances, permits, or directions of the County's authorized representative. The Contractor shall follow the County's authorized representative's instructions regarding use of premises, if any.

- v. In addition to abiding by the terms and conditions stated herein, the Contractor shall abide by and conform to all obligations asserted by the Contractor in their solicitation response, attached hereto as Exhibit **B** and incorporated herein. If any discrepancy exists between a provision in this Contract and a provision in Exhibit **B**, the provisions of this Contract shall prevail.
4. **WARRANTY OF WORK.** Neither the final payment nor any provision of the Contract Documents shall relieve the Contractor from responsibility for defective Work and, unless a longer period is specified, the Contractor shall correct all defects that appear in the Work within a period of one year from the date of issuance of the written notice of Substantial Completion by the County, except for latent defects which will be remedied by the Contractor at any time they become apparent. The County shall give the Contractor notice of defects with reasonable promptness. The Contractor shall perform such warranty work within a reasonable time after the County's demand. If the Contractor fails to complete the warranty work within such period as the County determines reasonable, or at any time in the event of warranty work consisting of emergency repairs, the County may perform such work and the Contractor shall reimburse the County all costs of the same within ten (10) days after demand without affecting the Contractor's obligations.
5. **INDEPENDENT CONTRACTOR.** This agreement is not a contract of employment. The County does not seek to hire Contractor as an employee(s) of the County nor does the Contractor desire to be an employee(s) of the County for performance of the services described herein. The parties intend that the Contractor, in performing the services specified herein, shall be and act as an independent contractor and shall have professional control of the work and the manner in which it is performed. The Contractor shall have the sole authority to determine the manner and means of performing the services described herein, and the County shall not interfere with, control, or direct the manner or method in which such services are performed; provided, the County shall direct Contractor as to the work to be assigned and shall have the right to direct the required results to the extent such direction may be consistent with the nature of the Contractor's services. The Contractor shall not be considered an agent of the County, and the County shall not be responsible for any claims, demands, or causes of action of any kind or character arising in favor of any person, on account of personal injuries, or death, or damage to property occurring, growing out of, incident to, or resulting directly or indirectly from the operations or activities of the Contractor.
6. **THE COUNTY'S RESPONSIBILITIES.**
 - a. **GREG HAFFNER** is the "Project Supervisor" for the County. The County shall provide contract administrative services for the Project through the Project Supervisor. The Project Supervisor may engage and delegate authority to such additional staff and professional and technical consultants as the County deems necessary to assist in performing its administrative tasks. The Contractor shall direct all Project communications to the County in accordance with the Contract Documents, or as the County directs in writing.
 - b. The Project Supervisor, and any designee, shall have free access to the Work and the job site at all times. The Contractor shall not carry-on Work except with the knowledge of the County and its Project Supervisor. The County may require special inspection or testing of any portion of the Work, whether it has been fabricated,

installed, or fully completed. Inspection or observation of Work shall not relieve the Contractor from any obligations herein. The Project Supervisor, and any designee, has authority to reject or accept any Work that does not conform to the Contract Documents.

- c. Except for those permits and fees that are the Contractor's responsibility under the Contract Documents, the County shall secure and pay for all other necessary approvals, easements, assessments, and charges required to complete the Work.

7. SUBCONTRACTORS.

- a. The County reserves the right to reject any subcontractor proposed that was not included in the Contractor's quote. Further, the Contractor shall not retain a subcontractor to which the County has a reasonable objection.
- b. The Contractor shall pay all subcontractors as required by the Contractor's contracts with those subcontractors. The Contractor agrees that the County has no direct or indirect contractual obligation or other legal duty whatsoever to pay the subcontractors of the Contractor or otherwise ensure that the Contractor makes full and timely payment to those subcontractors for services performed on the Project.
- c. The Contractor covenants and agrees to bind any and all subcontractor(s) for performance of Work under this Contract. Any reference to the Contractor herein shall include any and all subcontractor(s) ad infinitum.

8. CONTRACT MODIFICATIONS. Unless otherwise stipulated in the Contract Documents attached hereto, the County may modify this Contract as follows:

- a. Minor Changes in the Work. The County may, at its discretion, issue a "Field Order" or "Supplemental Instructions" authorizing minor changes in the Work performed under the Project, so long as the changes do not involve adjustment to the Contract sum or the Contract time. These minor changes may include details to clarify the work to be performed. Via e-mail or letter, the Contractor must acknowledge receipt of instruction authorizing minor changes in the Work and incorporate these changes in the as-built drawings.
- b. Change Order Procedures. Either the County or the Contractor may initiate a request for proposed changes in Work to be performed under the Project via a "Change Order." For all proposed changes, a Change Order form must be used to record the proposed changes to the Project. The Change Order must contain a description of all changes in work, a detailed accounting of the proposed change in total cost, and an outline of any changes in the Project's schedule. The Contractor must then sign form and submit it to the County for final approval and authorization.
- c. Amendments. This Contract may be amended to the extent permitted by applicable statutes, administrative rules, ordinances, and the Yamhill County Public Contracting Rules. For anticipated amendments, this Contract may be amended only in accordance with and to the extent provided in the original solicitation document. No amendment shall bind either party unless in writing and signed by both parties.

9. COMPLIANCE WITH ORS 279B.220. For all services provided under this Contract, the Contractor shall: (i) pay promptly, as due, all persons supplying labor or material; (ii) pay all contributions or amounts due the Industrial Accident Fund from the Contractor or any subcontractor; (iii) not permit any lien or claim to be filed or prosecuted against the County or any subdivision thereof; and (iv) pay to the State of Oregon Department of Revenue all sums withheld from employees pursuant to ORS 316.167. If the Contractor does not pay

promptly any claim that is due for the services furnished to the Contractor by any subcontractor in connection with this Contract, the County may pay such claim and charge that payment against any payment due to the Contractor under this Contract. The County's payment of a claim does not relieve the Contractor or its surety, if any, from their obligations for any unpaid claims.

10. HOURS OF LABOR; COMPLIANCE WITH PAY EQUITY PROVISIONS.

- a. Pursuant to ORS 279B.235(3), the Contractor shall pay the Contractor's employees who perform work under this Contract at least time and a half for all overtime in excess of 40 hours a week, and for work performed on any legal holiday as specified in ORS 279B.020, except for employees who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.
- b. Pursuant to ORS 279B.235(1)(b), the Contractor shall comply with the prohibition set forth in ORS 652.220. Such compliance is a material element of this Contract and failure to comply is a breach that entitles the County to terminate the Contract for cause.
- c. Pursuant to ORS 279B.235(1)(c), the Contractor shall not prohibit any of the Contractor's employees from discussing the employee's rate of wage, salary, benefits or other compensation with another employee or another person and may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits or other compensation with another employee or another person.
- d. Pursuant to ORS 279B.235(5)(b), the Contractor shall notify, in writing, any person employed by the Contractor under this Contract, either at the time of hire or before work begins on the Contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the Contractor may require the employees to work.

11. WORKERS' COMPENSATION. If the Contractor is a subject employer for workers' compensation or unemployment insurance purposes, Contractor shall provide such workers' compensation and unemployment coverage benefits at its sole cost and expense and shall provide proof of such insurance and benefits at the County's request. The parties hereto specifically agree that this Contract will render the Contractor and the Contractor's employees, if any, ineligible for benefits under ORS 656.029 and that the County shall not be liable for, responsible for, or in any way or manner be required to provide, workers' compensation benefits for the Contractor or the Contractor's employees.

12. COMPLIANCE WITH LAWS. The Contractor shall comply with all federal, state, and local laws, codes, regulations and ordinances applicable to the provision of services under this Contract, including, without limitation, the provisions of: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 (Pub L No 101- 336), ORS 659.425, and all amendments of and regulations and administrative rules established pursuant to those laws; and (iv) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Any violation by Contractor of any applicable law required in the provision of services hereunder shall constitute breach of this Contract, and Contractor shall be solely liable for any and all claims arising out of, connected with, or as a result of the violation.

13. COMPLIANCE WITH PROCUREMENT STATUTES. The Contractor shall comply with the following statutory regulations pertaining to public construction contracts:

- a. The Contractor shall make payment promptly, as due, to all persons supplying to the Contractor labor or material for the performance of the Work provided for in this Contract. ORS 279C.505(1)(a).
- b. The Contractor shall pay all contributions or amounts due the Industrial Accident Fund from the Contractor or first-tier subcontractor incurred in the performance of this Contract. ORS 279C.505(1)(b).
- c. The Contractor shall not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished. ORS 279C.505(1)(c).
- d. The Contractor shall pay to the Department of Revenue all sums withheld from employees under ORS 316.617. ORS 279C.505(1)(d).
- e. The Contractor shall demonstrate upon request that an employee drug testing program is in place. ORS 279C.505(2).
- f. The Contractor shall salvage or recycle construction and demolition debris if feasible and cost effective. In contracts for lawn and landscape maintenance, the Contractor shall compost or mulch yard waste material at an approved site if feasible and cost-effective. ORS 279C.510(1).
- g. The Contractor and any subcontractor shall promptly pay, as due, all persons supplying labor and services furnished to the Contractor or first-tier subcontractor by any person in connection with this Contract as the claim becomes due. If the Contractor or subcontractor fails to pay any such claim, the County may pay the claim and charge the payment against the funds due or to become due the Contractor by reason of the Contract. ORS 279C.515(1).
- h. The Contractor and/or any first-tier subcontractor shall make payment to any person furnish labor or materials in connection with this Contract within 30 days after receipt of payment from the County or the Contractor. The Contractor or first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 10-day period that payment is due under ORS 279C.580(4) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to the Contractor or first-tier subcontractor on the amount due shall equal three times the discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district that includes Oregon on the date that is 30 days after the date when payment was received from the contracting agency or from the Contractor, but the rate of interest may not exceed 30 percent. The amount of interest may not be waived. ORS 279C.515(2).
- i. The Contractor or any subcontractor shall make payment to any person furnishing labor or materials in connection with this Contract. The person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580. ORS 279C.515(3).
- j. The Contractor and any subcontractor shall comply with all applicable provisions of federal, state or local statutes, ordinances and regulations dealing with the prevention of environmental pollution and the preservation of natural resources that affect the Work under the Contract. ORS 279C.525.
- k. The Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services, or the needed care and attention incident to sickness or injury, to the employees of the Contract, of all sums that the Contractor agrees to pay for the services and all

moneys and sums that the Contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services, pursuant to ORS 279C.530(1).

- l. If the Contractor is a subject employer, the Contractor shall comply with ORS 656.017. ORS 279C.530(2).
- m. No person shall be employed by the Contractor for more than ten hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where public policy absolutely requires it, and in such cases the laborer shall be paid at least time-and-a-half pay for all overtime in excess of 40 hours a week and for Work performed on any legal holiday specified in ORS 279C.540.
- n. The Contractor shall comply with maximum hours of work, holidays and overtime per ORS 279C.540 and time limit on claims for overtime per ORS 279C.545.
- o. The Contractor shall comply with ORS 279C.550 through 279C.570 regarding withholding of retainage. The withholding of retainage by the Contractor shall be in accordance with ORS 701.420 and 701.430.
- p. The Contractor shall comply with ORS 279C.570 regarding prompt payment, progress payments, and rate of interest.
- q. The Contractor shall include in each subcontract for property or services entered into by the Contractor and a first-tier subcontractor, including a material supplier, for the purpose of performing a construction contract: (i) a payment clause that obligates the Contractor to pay the first-tier subcontractor for satisfactory performance under its subcontract within 10 days out of such amounts as are paid to the Contractor by the County; and (ii) an interest penalty clause that obligates the Contractor, if payment is not made within 30 days after receipt of payment from the contracting agency, to pay to the first-tier subcontractor an interest penalty on amounts due in the case of each payment not made in accordance with the payment clause included in the subcontract. These clauses must also be included in each of the Contractor's subcontracts and in each of the first-tier subcontractor's subcontracts and each of the first-tier subcontractor's, subcontractors shall include these clauses in their subcontracts with each lower-tier subcontractor or supplier. ORS 279C.580.
- r. The Contractor and any subcontractor shall comply with ORS 279C.605 regarding Notice of Claim.
- s. The Contractor shall not discriminate against a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business, in the awarding of subcontracts. ORS 279A.110
- t. Unless contrary to federal law, the Contractor shall not accept a bid from Subcontractors to perform Work as described in ORS 701.005 under this Contract unless such subcontractors are registered with the Construction Contractors Board in accordance with ORS 701.035 to 701.055 at the time they submit their bids to the Contractor.
- u. Unless contrary to federal law, the Contractor shall certify that each landscape contractor, as defined in ORS 671.520(2), performing Work under this Contract holds a valid landscape contractor's license issued pursuant to ORS 671.560.
- v. The following notice is applicable to contractors who perform excavation work:

ATTENTION: Oregon law requires you to follow rules adopted by the Oregon Utility Notification Center. Those rules are set forth in OAR 952-001-0010 through OAR 952-001-0090. You may obtain copies of the rules by calling the center at (503)232-1987.

14. PREVAILING WAGE REGULATIONS.

- a. This Contract is subject to the following Bureau of Labor and Industries (BOLI) wage requirements and the prevailing wages rates set forth in the following booklet, as amended, which is incorporated herein by reference with the same force and effect as though fully set forth herein, and is available at the following web link:
http://www.oregon.gov/boli/WHD/PWR/Pages/pwr_state.aspx
- Prevailing Wage Rates for Public Works Contracts in Oregon issued **January 2024**.
 - Prevailing Wage Rates Apprenticeship Rates issued **January 2024**.
- b. The Contractor shall provide the County with a copy of the certified payroll weekly for recording purposes. ORS 279C.860; OAR 839-025-0010
- c. The Contractor and every subcontractor must have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt. ORS 279C.830(2); OAR 839-025-0020(e)
- d. Workers employed under this Contract shall be paid not less than the applicable state prevailing rate of wage. ORS 279C.830(1)(c); OAR 839-025-0020(3)(a)
- e. If the project is subject to both the state prevailing wage rate law and the federal Davis-Bacon Act, the Contractor shall pay the higher of the applicable state or federal prevailing rate of wage. ORS 279C.830(1)(b); OAR 839-025-0020(4)(c)
- f. If the Contractor fails to pay for labor and services, the County can pay for them and withhold these amounts from payments to the Contractor. ORS 279C.515; OAR 839-025-0020(2)(a)
- g. The Contractor must pay daily, weekly, weekend and holiday overtime as required in ORS 279C.540. ORS 279C.520(1); OAR 839-025-0020(2)(b)
- h. The employer must give written notice to the workers of the number of hours per day and days per week they may be required to work. ORS 279C.520(2); OAR 839-025-0020(2)(c)
- i. The Contractor must make prompt payment for all medical services for which the Contractor has agreed to pay, and for all amounts for which the Contractor collects or deducts from the worker's wages. ORS 279C.530; OAR 839-025-0020(2)(d)
- j. The Contractor must include in every subcontract a provision requiring the subcontractor to have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt. ORS 279C.830(2)(b); OAR 839-025-0020(2)(e)(B)
- k. The Contractor shall certify that all subcontractors performing work described in ORS 701.005(2) will be registered with the Construction Contractors Board or licensed by the State Landscape Contractors Board in accordance with ORS 701.035 to 701.055 before the subcontractors commence work under the Contract.

15. **RETAINAGE BY THE COUNTY.** The County may reserve as retainage from any progress payment an amount not to exceed five (5) percent of the payment. As Work progresses, the County may reduce the amount of the retainage and may eliminate retainage on any remaining monthly Contract payments after 50 percent of the Work under the Contract is completed if, in the County's opinion, such Work is progressing satisfactorily. Any retainage reserved by the County shall be withheld and released in accordance with ORS 279C.550 to 279C.580.

- a. If the Contract exceeds \$500,000, the County may place amounts deducted as retainage into an interest-bearing escrow account, and if it does, any interest on the

retainage amount will be paid to the Contractor. In accordance with ORS 279C.5570(2), such interest shall accrue from the date the payment request is approved by the County until the date the retainage is paid to the Contractor to which it is due.

16. **INDEMNIFICATION.** The Contractor shall defend, indemnify, and hold harmless the County, its officers, agents, and employees from any claims, liabilities, demands, damages, actions, or proceedings arising from or relating to the acts or omissions of the Contractor in connection with the performance of any services required hereunder. The Contractor shall be responsible for any damage to property, injury to persons, and any loss, expense, inconvenience, and/or delay that may be caused by, or result from, the carrying out of services under this Contract.
- a. Environmental Contamination. The Contractor will be held responsible for and shall indemnify, defend (with counsel of the County's choice) and hold harmless the County from and against any costs, expenses, damages, claims, and causes of action, including attorney fees, or any of them, resulting from all spills, releases, discharges, leaks and disposal of environmental pollution, including storage, transportation, and handling during the performance of the Contract which occur as a result of, or are contributed to, the negligence or actions of Contractor or its personnel, agents, or subcontractors or any failure to perform in accordance with the Contract Documents, except to the extent otherwise void under ORS 30.140.
17. **RISK OF LOSS.** The risk of loss or damage to the subject matter of this Contract arising from any cause whatsoever, including acts of God, shall be upon the Contractor until such time as the County has accepted the work and services as provided in this Contract.
18. **INSURANCE.** The Contractor shall, at its expense, obtain the following insurance coverage and keep them in effect during the entire term of this Contract:
- a. Comprehensive General Liability Insurance (including contractual liability and completed operations coverage) with a per occurrence limit of not less than \$2,000,000 and an aggregate limit of not less than \$4,000,000, covering all activities and operations of the Contractor;
- b. Commercial Automobile Liability Insurance, with a per occurrence limit of not less than \$2,000,000 and an aggregate limit of not less than \$4,000,000, for all owned, non-owned, and hired vehicles used in the performance of the services required hereunder; and
- c. Additional Insurance Requirements:
- i. All insurance policies shall be written on an occurrence basis and be in effect for the term of this Contract. Written authorization from the County is required for any insurance policy written on a claims-made basis. Any insurance policy authorized to be written on a claims-made basis shall be in effect for the term of this Contract plus for three (3) years after the termination of this Contract.
 - ii. Insurance coverage shall apply on a primary and non-contributory basis.
 - iii. Prior to commencing services, the Contractor shall furnish current Certificate(s) of Insurance for all required insurance to the County. The insurance must be provided by an insurance company or entity that is authorized to transact the business of insurance and issue coverage in the State of Oregon, with an AM best rating of at least A-. The Certificate shall

provide, by policy endorsement, if necessary, that the County, its officers, employees, agents, and volunteers are additional insureds with respect to the Contractor's services provided under this Contract and that there shall be no cancellation, termination, non-renewal, material change to, potential exhaustion of aggregate limits, or reduction of limits of the required insurance without at least 30 days written notice from the Contractor or its insurer to the County. If requested, the Contractor shall provide complete copies of insurance policies to the County.

19. **BONDS REQUIRED.**

- a. Performance and Payment Security. The Contractor shall furnish bonds issued by a surety approved by the County covering faithful performance of this Contract and payment of obligations arising thereunder. The cost of the bonds shall be equal to 100 percent of the Contract's total not-to-exceed amount. The Contractor shall deliver the required bonds to the County not later than the date of execution of the Contract, or if the Work is to be commenced prior thereto in response to a letter of intent, the Contractor shall, prior to commencement of the Work, submit evidence satisfactory to the County that such bonds will be furnished. The Contractor shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney. Upon request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.
- b. Public Works Bond. Throughout the term of the Contract, the Contractor shall have on file with the Construction Contractors Board a public works bond in compliance with ORS 279C.836 and OAR 839-025-0015, unless otherwise exempt under those provisions. The Contractor shall also include in every subcontract a provision requiring a subcontractor to have a public works bond filed with the Construction Contractors Board before starting Work, unless otherwise exempt, and shall verify that the subcontractor has filed a public works bond before permitting the subcontractor to start Work.

20. **TERMINATION.**

- a. County's Termination for Convenience. The County may terminate this Contract in whole or in part whenever the County determines that termination of the Contract is in the best interest of the County. The County will provide the Contractor with written notice of a termination for convenience at least thirty (30) calendar days before the intended termination date. By the termination date, the Contractor shall provide the County with immediate and peaceful possession of the Project site. Such termination shall be without liability or penalty, and in no circumstance shall Contractor be entitled to lost profits for work not performed due to termination. No termination for convenience shall prejudice any obligations or liabilities of either party already accrued prior to the effective date of termination.
- b. County's Termination for Cause. The County may immediately terminate this Contract without liability or penalty for either of the following causes by the mailing of written notice to the Contractor at the Contractor's address provided herein, specifying the cause:
 - i. The Contractor breaches any of the provisions of this Contract;

- ii. The Contractor no longer holds all licenses or certificates that are required to perform the services required under this Contract;
 - iii. The County lacks lawful funding, appropriations, limitations, or other expenditure authority at levels sufficient to allow the County, in the exercise of its reasonable discretion, to pay for the Contractor's services; or
 - iv. Federal, state, or local laws, regulations, or guidelines are modified or interpreted in such a way that either the services under this Contract are prohibited, or the County is prohibited from paying for such services from the planned funding source.
- c. Contractor's Termination for Cause. The Contractor may terminate this Contract for cause if the County fails to pay the Contractor pursuant to this Contract. The Contractor may also terminate this Contract for cause if the County commits any material breach or default of any covenant, warranty, obligation, or agreement under this Contract and such breach or failure is not cured within thirty (30) calendar days after delivery of the Contractor's notice, or such longer period as the Contractor may specify in such notice.
21. **FORCE MAJEURE**. Neither the County nor the Contractor shall be held responsible for delay or default caused by fire, riot, civil disobedience, acts of God, or war where such cause was beyond the reasonable control of the County or the Contractor. The Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract. The risk of loss or damage to the subject matter of this agreement shall be upon the Contractor until such time as the County has accepted the services required hereunder.
22. **ASSIGNMENT; DELEGATION; SUCCESSOR**. The Contractor shall not assign, delegate, nor transfer any of its rights or obligations under this Contract without the County's prior written consent. The County's written consent does not relieve the Contractor of any obligations under this Contract, and any assignee, transferee, or delegate is considered the Contractor's agent. The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties to the Contract and their respective successors and assigns.
23. **GOVERNING LAW, JURISDICTION, VENUE, & ATTORNEY FEES**. This Contract shall be governed and construed in accordance with the laws of the State of Oregon, without resort to any jurisdiction's conflict of laws rules or doctrines. Any claim, action, suit, or proceeding (collectively, "the claim") between the County (and/or any other agency or department of Yamhill County) and the Contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Yamhill County for the State of Oregon. Provided, however, if the claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. The Contractor hereby consents to the *in personam* jurisdiction of said courts. Each party shall be responsible for the party's own attorney fees, costs, and disbursements at all times including appeals.
24. **RECORDS**. The Contractor shall maintain all fiscal records relating to this Contract in accordance with generally accepted accounting principles. In addition, the Contractor shall maintain any other records pertinent to this Contract in such a manner as to clearly document the Contractor's performance hereunder. The Contractor acknowledges and

agrees that the County, the Oregon Secretary of State's Office, the Federal Government and their duly authorized representatives shall have access to such fiscal records and all other documents that are pertinent to this Contract for the purpose of performing audits and examinations and making transcripts and excerpts. All such fiscal records and pertinent documents shall be retained by the Contractor for a minimum of six (6) years (except as required longer by law) following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.

25. NOTICES. All notices, bills, and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills, and payments sent by mail should be addressed as follows:

County: PUBLIC WORKS
ATTN: GREG HAFFNER
2060 NE LAFAYETTE AVE
McMinnville, Oregon 97128
HAFFNERG@YAMHILLCOUNTY.GOV

Contractor: HAWORTH INC
ATTN: TROY HAWORTH
13500 SW HWY 99W
MCMINNVILLE OR 97128
TROY@HAWORTHINC.NET

26. FOREIGN CONTRACTOR. If the Contractor is not domiciled in or registered to do business in the State of Oregon, the Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this Contract. The County shall withhold final payment under this Contract until the Contractor has met this requirement.
27. TAX CERTIFICATION. The Contractor hereby certifies that it is not in violation of any Oregon Tax Laws and that it shall continue to comply with Oregon Tax Laws during the term of this Contract. Pursuant to ORS 279B.045, the Contractor's failure to comply with the Oregon Tax Laws is considered a default for which the County may terminate the Contract and seek damages and other relief as available. For purposes of this certification, "Oregon Tax Laws" means those programs listed in ORS 305.380(4).
28. WAIVER. The failure of either party to enforce any provision of this Contract shall not constitute a waiver by that party of that or any other provision of this Contract, or the waiver by that party of the ability to enforce that or any other provision in the event of any subsequent breach.
29. ENTIRE AGREEMENT. This Contract constitutes the entire agreement between the parties on the subject matter hereof. No waiver, consent, modification or change of terms or provisions of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings,

agreements, or representations, oral or written, not specified herein regarding this agreement.

30. COUNTERPARTS. This Contract and any subsequent amendments may be executed in any number of counterparts (including by facsimile, PDF, or other electronic transmission), each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one agreement binding on all parties.
31. SEVERABILITY. If any provision of this Contract shall be held invalid or unenforceable by any court or tribunal of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision, and the obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
32. SURVIVAL. All rights and obligations shall cease upon termination of this Contract, except for those rights and obligations that by their nature or express terms survive termination of this agreement. Termination shall not prejudice any rights or obligations accrued to the parties prior to termination.

THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE IN TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY FOR THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS OR REPRESENTATIONS, ORAL OR WRITTEN NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. THE CONTRACTOR, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

[remainder of page intentionally blank; signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed, this Contract on the date indicated by their duly authorized officials.

CONTRACTOR

YAMHILL COUNTY

Troy Hawthorth
Signature

DocuSigned by:
Lindsay Berschauer
Chair, **LINDSAY BERSCHAUER**

Troy Hawthorth
Name (printed)

DocuSigned by:
Mary Starrett
Commissioner, **MARY STARRETT**

owner
Title

DocuSigned by:
Kit Johnston
Commissioner, **KIT JOHNSTON**

3/18/24
Date

3/21/2024
Date

APPROVED AS TO FORM:

DocuSigned by:
By: *Jodi Collehon*
JODI GOLLEHON, ASST. COUNTY COUNCIL II

APPROVED AS TO CONTENT:

DocuSigned by:
By: *Mark Lago*
MARK LAGO, PUBLIC WORKS DIRECTOR

Approved by the BOC on: 3/14/24

via Board Order No.: 24-73

Exhibit A

SPECIAL PROVISIONS FOR HIGHWAY CONSTRUCTION



**YAMHILL COUNTY
MCMINNVILLE, OREGON**

**GRADING, STRUCTURES, PAVING, EROSION CONTROL & ROADSIDE
DEVELOPMENT**

2024 PIKE ROAD BRIDGE

SUPERSTRUCTURE REPLACEMENT

YAMHILL COUNTY

FEBRUARY 13, 2024

DESCRIPTION OF WORK

Grading, Structures, Paving, Erosion Control, and Roadside Development
2024 Pike Road Bridge Superstructure Replacement
Pike Road
Yamhill County

TIME AND PLACES OF RECEIVING BIDS (BID CLOSING)

Bid Closing for the work described above will be at 2:00:00 p.m. on the 13th day of February, 2024. Bids will be received by Greg Haffner, Engineering Manager, Yamhill County Department of Public Works.

Before 2:00:00 p.m. on the day of Bid Closing.

For Bids submitted by mail or parcel delivery service, send to:

Yamhill County Department of Public Works
2060 Lafayette Avenue
McMinnville, Oregon 97128

Bids, Bid modifications, and Bid withdrawals will not be accepted at or after 2:00:00 p.m. on the day of Bid Closing.

PLACE, TIME, AND DATE OF READING BIDS (BID OPENING)

Bid Opening for the work described above will be in the conference room of the Public Works Building at 2060 Lafayette Avenue, McMinnville, Oregon, beginning at 2:00:00 p.m. on the day of Bid Closing.

COMPLETION TIME LIMIT

See Special Provisions Subsection 00180.50(h).

CLASS OF PROJECT

This is a Yamhill County Project.

CLASS OF WORK

The Class of Work for this Project is: Bridges and Structures.

PROJECT INFORMATION

Information pertaining to this Project may be obtained from the following:

Greg Haffner, Engineering Manager, Yamhill County Public Works, 2060 Lafayette Avenue, McMinnville, Oregon 97128; or Email Haffnerg@co.yamhill.or.us. All requests for information must be in writing with reference to the Project name.

2024 Pike Road Bridge Superstructure Replacement

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BID SCHEDULE

YAMHILL COUNTY
SPECIAL PROVISIONS
FOR

Bridge Superstructure Replacement, Grading, & Paving
Pike Road Superstructure Replacement
Yamhill County

PROFESSIONAL OF RECORD CERTIFICATION:

Seal w/signature	<p>I certify the Special Provision Section(s) listed below are applicable to the design for the subject project for Roadway, Paving, Structure, and Roadside Development . Modified Special Provisions were prepared by me or under my supervision.</p> <p>Section(s) 00210, 00220, 00221, 00222, 00223, 00224, 00225, 00226, 00237, 00253, 00280, 00290, 00296, 00305, 00310, 00320, 00330, 00340, 00350, 00370, 00501, 00510, 00535, 00540, 00550, 00582, 00585, 00587, 00592, 00610, 00640, 00641, 00730, 00740, 00744, 00748, 00810, 00812, 00850, 00855, 00860, 00940, 02001, 02015, 02030, 02050, 02320, 02510, 02530, 02560, 02690, 02910</p>
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FINAL ELECTRONIC DOCUMENT AVAILABLE UPON REQUEST

2024 Pike Road Bridge Superstructure Replacement

SPECIAL PROVISIONS

WORK TO BE DONE

The Work to be done under this Contract consists of the following:

1. Remove existing bridge superstructure.
2. Construct new bridge superstructure.
3. Construct Asphalt Concrete Pavement and Guardrails on roadway approaches.
4. Perform additional and Incidental Work as called for by the Specifications and Plans.

APPLICABLE SPECIFICATIONS

The Specifications that are applicable to the Work on this Project is the 2021 edition of the "Oregon Standard Specifications for Construction", as modified by these Special Provisions. All Sections in Part 00100 apply, whether or not modified or referenced in the Special Provisions.

All number references in these Special Provisions shall be understood to refer to the Sections and subsections of the Standard Specifications bearing like numbers and to Sections and subsections contained in these Special Provisions in their entirety.

2024 Pike Road Bridge Superstructure Replacement

SECTION 00110 - ORGANIZATION, CONVENTIONS, ABBREVIATIONS AND DEFINITIONS

Comply with Section 00110 of the Standard Specifications modified as follows:

00110.05(e) Reference to Websites - Add the following bullet list to the end of this subsection:

- American Traffic Safety Services Association (ATSSA)
www.atssa.com
- BidExpress
www.bidx.com
- EquipmentWatch
www.equipmentwatch.com
- ODOT Construction Section
www.oregon.gov/odot/construction/pages/index.aspx
- ODOT Construction Section - Qualified Products List (QPL)
www.oregon.gov/ODOT/Construction/Pages/Qualified-Products.aspx
- ODOT Construction Surveying Manual for Contractors
www.oregon.gov/ODOT/ETA/Documents_Geometronics/Construction-Survey-Manual-Contractors.pdf
- ODOT Electronic Bidding Information Distribution System (eBids)
(Also referred to as ODOT eBids website)
<https://ecmnet.odot.state.or.us/ebidse>
- ODOT Estimating - Steel Material Values
www.oregon.gov/ODOT/Business/Pages/Steel.aspx
- ODOT Oregon Trucking Online - "Highway Restriction Notice - Size and/or Weight"
(Form No. 734-2357)
www.oregontruckingonline.com/cf/MCAD/pubMetaEntry/restriction/
- ODOT Procurement Office - Conflict of Interest Guidelines and Disclosure Forms
www.oregon.gov/ODOT/Business/Procurement/Pages/PSK.aspx
- ODOT Procurement Office - Construction Contracts Unit Notice of Intent

2024 Pike Road Bridge Superstructure Replacement

www.oregon.gov/ODOT/Business/Procurement/Pages/NOI.aspx

- ODOT Procurement Office - Construction Contracts Unit prequalification forms
www.oregon.gov/odot/business/procurement/pages/bid_award.aspx
- ODOT Traffic Control Plans Unit
www.oregon.gov/ODOT/Engineering/Pages/Work-Zone.aspx
- ODOT Traffic Standards
www.oregon.gov/ODOT/Engineering/Pages/Signals.aspx
- Oregon Legislative Counsel
www.oregonlegislature.gov/lc
- Oregon Secretary of State: State Archives
sos.oregon.gov/archives/Pages/default.aspx

SECTION 00120 - BIDDING REQUIREMENTS AND PROCEDURES

Comply with Section 00120 of the Standard Specifications modified as follows:

00120.05 Request for Plans, Special Provisions, and Bid Booklets - Add the following to the end of this subsection:

The Plans, which are applicable to the Work to be performed under the Contract, bear title and date as follows:

"2024 Pike Road Bridge Superstructure Replacement
Yamhill County Public Works
January 2024 "

00120.45(a) Paper Bids - Replace the paragraph that begins "Paper Bids submitted after the time ..." with the following paragraph:

Paper Bids submitted or received after the time set for receiving paper Bids will not be opened or considered. The Agency assumes no responsibility for the receipt and return of late paper Bids.

2024 Pike Road Bridge Superstructure Replacement

SECTION 00130 - AWARD AND EXECUTION OF CONTRACT

Comply with Section 00130 of the Standard Specifications.

SECTION 00140 - SCOPE OF WORK

Comply with Section 00140 of the Standard Specifications.

SECTION 00150 - CONTROL OF WORK

Comply with Section 00150 of the Standard Specifications modified as follows:

00150.15(b) Agency Responsibilities - Replace this subsection, except for the subsection number and title, with the following:

The Engineer will perform the Agency responsibilities described in the *Construction Surveying Manual for Contractors*, Chapter 1.5 (see Section 00305).

00150.15(c) Contractor Responsibilities - Replace this subsection, except for the subsection number and title, with the following:

The Contractor shall perform the Contractor responsibilities described in the *Construction Surveying Manual for Contractors*, Chapter 1.6 (see Section 00305).

The Contractor shall perform slope staking including intersections and set stakes defining limits for clearing which approximate Right-of-Way and easements.

00150.50(c) Contractor's Responsibilities – Replace the bullet that begins "Protect from damage or disturbance any Utility that remains..." with the following bullet:

- Protect from damage or disturbance any Utility that remains within the area in which Work is being performed. Maintain and re-establish location marks according to OAR 952-001-0090(3)(a). Coordinate re-establishment of the location marks with the associated Utility;

Replace the bullet that begins "Determine the exact location before excavating within ..." with the following bullet:

- Determine the exact location before excavating within the tolerance zone according to OAR 952-001-0090(3)(c);

2024 Pike Road Bridge Superstructure Replacement

Replace the bullet that begins "In addition to the notification required in OAR 952-001-0090(5), notify the Engineer..." with the following bullet:

- In addition to the notification required in OAR 952-001-0090(6), notify the Engineer and the Utility as soon as the Contractor discovers any previously unknown Utility conflicts or issues. Contrary to the OAR, stop excavating until directed by the Engineer and allow the Utility a minimum of two weeks to relocate or resolve the previously unknown Utility issues; and

Add the following subsection:

00150.50(f) Utility Information (No Anticipated Relocations) - Within the Project limits, there are no anticipated relocations with the Utilities listed in Table 00150-1. The Contractor shall contact those Utilities having buried facilities and request that they locate and mark them for their protection prior to construction.

Table 00150-1

Utility	Contact Person's Name, Address, Email, and Phone Number
Portland General Electric	Vanessa Polanco vanessa.polanco@pgn.com (503) 463-4396
ZiPLY	Elliot Hougardy 4155 SW Cedar Hills Blvd. Beaverton , OR 97005 elliot.hougardy1@ziply.com (971) 337-4529

The Contractor shall notify, in writing, the Utilities listed above, with a copy to the Engineer, at least 14 Calendar Days before beginning Work on the Project.

Portland General Electric - Power Suppliers - Energized power lines overhang portions of the Work with a minimum vertical clearance of 18 feet. The Contractor shall maintain at least 10 feet of safety clearance. Exceptions require written approval from the Power Supplier(s) and may require an on-site safety watcher, at no cost to the Contractor. The Contractor shall provide the Engineer a copy of the written approval of exception before beginning Work.

ZiPLY - Telecommunication Utilities - The Contractor shall obtain written approval from Telecommunication Utilities that have fiber optic communication cable facilities, for excavating within 10 feet of a buried fiber optic communications cable. Telecommunication

2024 Pike Road Bridge Superstructure Replacement

Utilities may require an on-site safety representative at no cost to the Contractor for monitoring purposes. The Contractor shall provide the Engineer a copy of the written approval before beginning Work.

00150.55 Cooperation with Other Contractors - Add the following to the end of this subsection:

The following contract work will be ongoing within the Project site during the following times:

Contract Name (Contractor's Name)	Estimated Times (From - To)
Bridge Number: 24317, Pike Road Bridge Replacement Lawson Corporation Riker Smith, Project Manager, 541-990-8935	Jul 2024 to Sept 2024

00150.60(a) Load and Speed Restrictions for Construction Vehicles and Equipment - Add the following bullet to the end of the bullet list:

- The Contractor shall restrict the combined weights of construction vehicles, Equipment, and Materials on Bridges according to 00220.45.

SECTION 00160 - SOURCE OF MATERIALS

Comply with Section 00160 of the Standard Specifications.

SECTION 00165 - QUALITY OF MATERIALS

Comply with Section 00165 of the Standard Specifications.

SECTION 00170 - LEGAL RELATIONS AND RESPONSIBILITIES

Comply with Section 00170 of the Standard Specifications modified as follows:

00170.00 General - Replace the paragraph that begins "The Contractor shall comply with all laws, ordinances, ..." with the following paragraph:

The Contractor shall comply with all laws, ordinances, codes, regulations, executive orders and administrative rules (collectively referred to as "Laws" in this Section) that relate to the Work or to those engaged in the Work. Where the provisions of the Contract are inconsistent or in conflict, the Contractor shall comply with the more stringent standard.

00170.65(b)(4) Owner/Operator Data - Replace this subsection, except for the subsection number and title, with the following:

The Contractor shall furnish data to the Engineer for each owner/operator providing trucking services. Furnish the data before the time the services are performed and include without limitation for each owner/operator:

2024 Pike Road Bridge Superstructure Replacement

- Driver's name;
- Present driver license upon request;
- Vehicle identification number;
- Present vehicle registration upon request;
- Motor vehicle license plate number;
- Motor Carrier account number;
- Present ODOT Motor Carrier 1A Permit upon request; and
- Name of owner/operator from the side of the truck.

00170.70(a) Insurance Coverages -

Add the following bullet under the bullet that begins "Commercial Automobile Liability"

- **Commercial Automobile Liability (pedestrian transport vehicle for pedestrian circulation)** - The Contractor or Subcontractor, whichever is performing the vehicle transportation for pedestrian circulation, shall provide Commercial Automobile Liability Insurance covering all owned, non-owned, and hired vehicles for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance with separate limits for Commercial Automobile Liability and Commercial General Liability. Combined single limit per occurrence shall not be less than the dollar amount specified in this subsection.

Add the following to the end of this subsection:

The following insurance coverages and dollar amounts are required pursuant to this subsection:

Insurance Coverages	Combined Single Limit per Occurrence	Annual Aggregate Limit
Commercial General Liability	\$3,000,000	\$5,000,000
Commercial Automobile Liability	\$1,000,000	(aggregate limit not required)

00170.70(d) Additional Insured - Replace the paragraph that begins "The liability insurance coverages of 00170.70(a) shall ..." with the following paragraph:

2024 Pike Road Bridge Superstructure Replacement

The liability insurance coverages of 00170.70(a) shall include an Additional Insured Endorsement endorsing “Yamhill County, its agents, officers, elected officials and employees” as Additional Insureds, but only with respect to the Contractor's activities to be performed under the Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The liability coverages of 00170.70(a) that are permitted by the Agency to be obtained by an appropriate Subcontractor shall include all of the foregoing as Additional Insureds and shall also include the Contractor and its officers and employees as Additional Insureds.

Add the following paragraph and bullets to the end of this subsection:

Add the following as Additional Insureds under the Contract:

- Yamhill County and its officers, agents, and employees
- Yamhill County Board of Commissioners
- McGee Engineering, Inc.

00170.70(g) Certificate(s) of Insurance – Replace the bullet that begins “List the “State of Oregon, the Oregon Transportation...” with the following bullet:

- List the “State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents and employees” as a Certificate holder and endorse as an Additional Insured;

00170.70(h) Agency Acceptance - Replace the paragraph that begins “All insurance and insurance providers are ...” with the following paragraph:

All insurance and insurance providers are subject to Agency acceptance. In addition, all of the following are subject to Agency acceptance and, if requested by Agency, the Contractor shall provide complete copies of the following to Agency’s representatives responsible for verification of the insurance coverages required by the Contract: insurance policies, endorsements, self-insurance documents and related insurance documents.

00170.72 Indemnity/Hold Harmless - Add the following paragraph and bullets to the end of this subsection:

Extend indemnity, defense and hold harmless to the Agency and the following:

- Yamhill County and its officers, agents, and employees
- Yamhill County Board of Commissioners
- McGee Engineering, Inc.

SECTION 00180 - PROSECUTION AND PROGRESS

2024 Pike Road Bridge Superstructure Replacement

Comply with Section 00180 of the Standard Specifications modified as follows:

Add the following subsection:

00180.40(c) Specific Limitations - Limitations of operations specified in these Special Provisions include, but are not limited to, the following:

Limitations	Subsection
Cooperation with Utilities	00150.50
Cooperation with Other Contractors	00150.55
Contract Time	00180.50(h)
Closed Lanes	00220.40(e)(1)
Bridge Sight Road Closure.....	00220.42
Regulated Work Areas	00290.34(a)
Noise Control	00290.32
Opening Sections to Traffic.....	00744.51
Opening Sections to Traffic	00745.51

The Contractor shall be aware of and subject to schedule limitations in the Standard Specifications that are not listed in this subsection.

00180.41 Project Work Schedules -

After the paragraph that begins "One of the following Type..." add the following paragraph:

In addition to the "look ahead" Project Work schedule, a Type A schedule as detailed in the Standard Specifications is required on this Contract.

00180.42 Preconstruction Conference - Add the following to the end of this subsection:

The Contractor shall conduct a group Utilities scheduling meeting with representatives from the Utility companies involved with this Project and the Engineer before the preconstruction conference. The Contractor shall incorporate the Utilities time needs into the Contractor's schedule submitted at the preconstruction conference.

Add the following subsection:

00180.50(h) Contract Time - There are two Contract Times on this Project as follows:

- (1) The Contractor shall complete all work to be done under the Contract required to remove the existing superstructure, construct the new superstructure and rail, and open it to two 10' lanes of traffic, with the exception of work being performed under flagging, not later than 14 calendar days after closing the bridge. Bridge rail ends shall be protected by temporary impact attenuators if guardrail work is not complete at the time of bridge opening.

2024 Pike Road Bridge Superstructure Replacement

- (2) The Contractor shall complete all work to be done under the Contract no later than 28 days after closing the bridge or Oct. 31st, 2024, whichever is earlier.

00180.85(b)(2) Multiple Contract Times - Add the following paragraph and bullet list to the end of this subsection:

The Agency determined percentages of the value of Work required to be complete by the Contract Times listed under 00180.50(h) are as follows:

- For Contract Time 00180.50(h)(2) the Agency determined percentage of Work is 100 percent.

Add the following subsection:

00180.85(c) Lane Closures - Lane closures beyond the limits specified will inconvenience the traveling public and will be a cost to the Agency.

It is impractical to determine the actual damages the Agency will sustain in the event Traffic Lanes are closed beyond the limits listed in 00220.40(e). Therefore, the Contractor shall pay to the Agency, not as a penalty, but as liquidated damages, \$500 day for any lane closure beyond the limits listed in 00220.40(e).

The Engineer will determine when it is safe to reopen lanes to traffic. Assessment of liquidated damages will stop when all lanes have been safely reopened. Any liquidated damages assessed under these provisions will be in addition to those listed in 00180.85(b).

Add the following subsection:

00180.85(e) Traffic Delays Beyond 20 Minutes - Stopping or holding vehicles beyond the limits specified will inconvenience the traveling public and will be a cost to the Agency.

It is impractical to determine the actual damages the Agency will sustain in the event traffic is stopped or held longer than the 20-minute limit listed in 00220.02. Therefore, the Contractor shall pay to the Agency, not as a penalty, but as liquidated damages, \$500 per 20 minutes, or for a portion of 20 minutes, for stopping or holding traffic longer than 20 minutes.

Assessment of liquidated damages will stop when the Engineer determines that traffic is no longer stopped or held beyond the 20-minute limit. Any liquidated damages assessed under these provisions will be in addition to those listed in 00180.85(b).

SECTION 00190 - MEASUREMENT OF PAY QUANTITIES

Comply with Section 00190 of the Standard Specifications modified as follows:

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00190.20(a) General - Replace the paragraph that begins "Unless otherwise provided in the Contract, Pay ..." with the following paragraph:

Unless otherwise provided in the Contract, Pay Items to be measured by weight shall include all Contractor costs for providing, maintaining, inspecting, and testing scales; for furnishing appropriate weigh tickets; for self-printing scales; for electronic weigh memo system(s); and for transporting Materials to the scales or to check weighing.

00190.20(f)(1) Scale with Automatic Printer - Replace the paragraph that begins "If the scales have an automatic weigh memo printer ..." with the following paragraph:

If the scales have an automatic weigh memo printer or an approved electronic weigh memo system that does not require manual entry of gross weight information, the Agency may periodically have a representative at the scales to observe the weighing procedures. In addition, the Engineer may periodically check the weight for a load of Materials by directing the haul vehicle to reweigh on a different scale that has been inspected and certified according to 00190.20(b) and 00190.20(d).

00190.20(f)(2) Scale Without Automatic Printer - Replace the sentence that begins "The Contractor shall inform the Engineer of ..." with the following sentence:

The Contractor shall inform the Engineer of its intent to use a scale without an automatic printer at least 3 working Days before weighing begins or before the Contractor changes to a scale that does not have an automatic printer.

Add the following paragraph after the paragraph that begins "If the scales require manual entry...":

Pay costs for the weigh witness at \$35.00 per hour.

00190.20(f)(3) Duties of Weigh Technician - Replace the bullet that begins "Furnish a legible, serially numbered weigh memo ..." with the following bullets:

- Furnish a legible, serially numbered weigh memo for each load of Materials to the Agency's Materials receiver at the point of delivery, or as directed by the Engineer. The memo shall identify the Project, the Materials, the date, net weight (gross and tare as appropriate), and identification of the vehicle and weigh technician. If approved by the Engineer an electronic weigh memo system may be used. Requests to use an electronic weigh memo system shall be submitted to the Engineer according to 00150.37, providing sufficient detail for the Engineer to perform an evaluation. If approved, the Contractor shall provide training, technical support, reports, and weigh memo information to the Engineer at no additional cost to the Agency. The electronic weigh memo system shall be:
 - Capable of recording and securely retaining the same required "weigh memo" information identified above. For retention see 00170.07(c).
 - Fully integrated with the provided weigh scale system.
 - Designed in such a way that the data electronically read from scales cannot be altered by the Contractor, Subcontractor, Supplier, Engineer, or other system users.

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- Designed to allow the Engineer remote access to all the weigh memo data in real-time and allow the Engineer to add comments to the individual weigh memo regarding waste, temperature, stations, yield or other information. The system shall identify the system user or individual that adds comments to the electronic weigh memo or otherwise access the system. The Contractor shall provide the Engineer a means to access the data if the Engineer cannot use an Agency provided hand held device for access.
- Capable of providing all the weigh memo information, including any added comments, in an electronic data file the Engineer can easily access without proprietary software.

00190.20(g) Agency-Provided Weigh Technician - Add the following paragraph to the end of this subsection:

Pay costs for the weigh technician at \$35.00 per hour.

00190.30 Plant Scales - Add the following paragraph after the paragraph that begins "The Contractor, with the Engineer's written...":

If approved by the Engineer an electronic weigh memo system may be used in place of a printer system. See 00190.20(f)(3).

SECTION 00195 - PAYMENT

Comply with Section 00195 of the Standard Specifications modified as follows:

00195.12(d) Steel Materials Pay Item Selection - Add the following paragraph to the end of this subsection:

No Pay Items under this Contract qualify for the steel escalation/de-escalation program for this Project.

00195.50(a) Progress Payments - Replace the paragraph that begins "The estimates upon which progress payments are ..." with the following paragraph:

The estimates upon which progress payments are based are not represented to be accurate estimates. All estimated quantities are subject to correction in the final estimate. If the Contractor uses these estimates as a basis for making payments to Subcontractors and Suppliers, the Contractor assumes all risk and bears any losses that result.

SECTION 00196 - PAYMENT FOR EXTRA WORK

Comply with Section 00196 of the Standard Specifications.

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SECTION 00197 - PAYMENT FOR FORCE ACCOUNT WORK

Comply with Section 00197 of the Standard Specifications.

SECTION 00199 - DISAGREEMENTS, PROTESTS, AND CLAIMS

Comply with Section 00199 of the Standard Specifications modified as follows:

00199.40(c) Step 2: Agency Level Review - Replace the paragraph that begins "If the Contractor does not accept the Step 2 ..." with the following paragraph:

If the Contractor does not accept the Step 2 decision, the Contractor may, within 10 Calendar Days of receipt of the written decision, request in writing through the Engineer that the claim be advanced to Step 3 or 4 (see (d) and (e) below), as applicable. For purposes of determining which process to use for claims under Step 3 or 4 concerning a combination of additional compensation and Contract Time or for Contract Time only, the value of the claim or portion of the claim for Contract Time will be assumed to be the appropriate Liquidated Damages as provided in 00180.85 multiplied by the number of Calendar Days in question. If applicable, advancement of the claim is subject to the provisions of 00199.60 regarding waiver and dismissal of the claim or portions of the claim.

SECTION 00210 - MOBILIZATION

Comply with Section 00210 of the Standard Specifications.

SECTION 00220 - ACCOMMODATIONS FOR PUBLIC TRAFFIC

Comply with Section 00220 of the Standard Specifications modified as follows:

00220.02(a) General Requirements - Add the following bullet to the end of the bullet list:

- When an abrupt edge is created by excavation, protect traffic according to the "Excavation Abrupt Edge" and the "Typical Abrupt Edge Delineation" configurations shown on the Standard Drawings.
- When paving operations create an abrupt edge, protect traffic by installing a "DO NOT PASS" (R4-1) sign before the Work Area at sign spacing "A" from the TCD Spacing Table" shown on the Standard Drawings. Alternate "ABRUPT EDGE" (CW21-7) signs with appropriate (CW21-8) rider and "DO NOT PASS" (R4-1) signs at 1/2 mile spacings. Install a "BUMP" (W8-1) sign 100 feet prior to the transverse paving edge.

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00220.03(a) Over-Dimensional Vehicle Restrictions - Replace this subsection, except subsection number and title, with the following:

When the Project restricts the width, length, height, or weight of vehicles through a work zone or detours trucks around a work zone, fill out and submit a completed copy of the "Highway Restriction Notice - Size and/or Weight" form (Form No. 734-2357), available from the ODOT Oregon Trucking Online website (see 00110.05(e)), at least 35 Calendar Days before the restriction or detour takes effect.

00220.03(b) Closures - Add the following bullet to the end of the bullet list:

- **Floatable Natural Waterway** - A minimum of 35 Calendar Days before restricting or closing the public access site(s), listed below:
- **Public Access Location** - Turner Creek at Pike Road as shown.

Submit to the Engineer, in writing, when the closure(s) or restriction(s) have ended.

Add the following subsection:

00220.41 Bridge Work - Before starting any grading or Pavement removal at Bridge ends or removal of Pavement from Bridge decks, arrange so that all Equipment, labor, and Materials required to complete the Pavement replacement Work and Bridge deck waterproofing Work are on hand or are guaranteed to be delivered. Once grading and Pavement removal begins, vigorously prosecute and complete this Work. Complete paving and membrane waterproofing Work in the shortest possible time.

Temporarily taper or bevel longitudinal and transverse grade changes or drop-offs resulting from grading and Pavement removal and membrane waterproofing Work with asphalt concrete mixture to provide a smooth and safe transition. Construct tapers according to 00620.40.

Add the following subsection:

00220.42 Bridge Site Road Closure - Close the road to traffic at the Bridge site during reconstruction of the Bridge. Do not close the road until all Materials and Equipment are on hand or guaranteed to be delivered so that the Work can be done in an efficient manner with a minimum period of road closure.

The road closure will not be allowed until the area and the detour route are signed according to the TCP and the requirements of Section 00221 and Section 00222. The closure of Pike road at Turner Creek shall not be permitted during the closure of Pike Road at Rowland Creek (Structure No. 24317) which is expected to be July 15th, 2024 through September 15th, 2024.

Add the following subsection:

00220.45 Load Restrictions on Bridges -

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For Structure No. 11517, limit the combined weight of construction vehicles, Equipment, and daily Material usage to 65,000 pounds for every 1,000 square feet of surface area plus the weight of long term storage of Materials to 25,000 pounds for every 100 square feet of surface area of the Bridge or a total of 200,000 pounds for each span of the Bridge, whichever is less.

The Contractor may request alternate loadings by submitting, 30 Calendar Days before proposed loadings, stamped loading calculations and data according to 00150.35.

SECTION 00221 - COMMON PROVISIONS FOR WORK ZONE TRAFFIC CONTROL

Comply with Section 00221 of the Standard Specifications modified as follows:

00221.03 Traffic Safety and Operations - Replace the bullet that begins "When paving operations create..." with the following bullet:

- When paving operations create an abrupt or sloped edge drop off greater than 1 inch, protect traffic by installing signing according to the "2 Lane, 2 Way Roadway Overlay Area" detail shown on the Standard Drawings. Protect longitudinal and transverse Pavement joints by placing and maintaining an asphalt concrete wedge according to 00221.07(c)(1).

00221.06 (c) Tourist-Oriented Directional and Business Logo Signs - Replace this subsection, except for the subsection number and title, with the following:

Submit one of the following for approval, at least 5 Calendar Days before the preconstruction conference:

(1) No Signs - If there are no tourist-oriented directional (TOD) or business logo signs on the Project, a written notification that no TOD or business logo signs exist within the Project limits or

(2) Signs - Submit one copy of a sketch map of the Project showing all existing TOD and business logo signs and a written narrative describing how these signs will be kept in service and protected throughout all the construction stages. If modifications are necessary, submit updated information to the Engineer for approval at least 21 Calendar Days before the change is needed.

00221.07(c)(1) Paving - Replace this subsection, except subsection number and title, with the following:

When the longitudinal joint is greater than 1 inch in height, install additional TCD according to 00221.03. Complete the placing of ACP and construction of paving joints according to 00735.48, 00735.49, 00743.45, 00744.44, 00744.45, 00745.47, and 00745.48, as applicable.

00221.90(b) Temporary Protection and Direction of Traffic - Delete the bullet that begins "Moving temporary barrier to and from Contractor's stockpile areas".

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Replace the bullet that begins "When the Schedule of Items does not include ..." with the following bullet:

- Preparing and signing the daily "Traffic Control Inspection Report", when a TCS is not included in the Schedule of Items or when a TCS is not onsite for a work shift.

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SECTION 00222 – TEMPORARY TRAFFIC CONTROL SIGNS

Comply with Section 00222 of the Standard Specifications modified as follows:

00222.40(e) Temporary Sign Placement - Add the following to the end of the bullet list:

- Install "ROAD WORK AHEAD" (W20-1-48) signs with a 36 by 24-inch "FINES DOUBLE" (R2-6aP) rider on Pike Road, according to the "TCD Spacing Table" shown on the Standard Drawings or as modified by the Plans except do not install the "FINES DOUBLE" rider on concrete barrier mounted signs.
- Install beyond each end of the Project, facing outgoing traffic, an "END ROAD WORK" (CG20-2A-24) sign a distance of $(A \div 2)$ according to the "TCD Spacing Table" shown on the Standard Drawings or as modified by the Plans.
- Install two sign flag boards, as shown on the Standard Drawings, above the following detour and road closed advance warning signs, where applicable:
 - "DETOUR AHEAD", "DETOUR XXXX FT", "DETOUR X/X MILE" (W20-2) signs.
 - "ROAD CLOSED AHEAD", "ROAD CLOSED XXXX FT", "ROAD CLOSED X/X MILE" (W20-3) signs.
- For paving operations on non-freeways, place "ABRUPT EDGE" (CW21-9) and "ROAD WORK XX MPH" (CW20-1a) signs as shown. Use an "XX" value equal to 10 mph below the current posted regulatory speed. If a speed is posted for a temporary regulatory speed reduction, that speed is the current posted regulatory speed.
- For all other moving operations that do not create an abrupt edge adjacent to traffic, omit the "ABRUPT EDGE" signs.

00222.91 Payment, Lump Sum or Incidental Basis - Replace this subsection, except for the subsection number and title, with the following:

When the Contract indicates payment for Work under 00221.98 Payment, Method "B" - Lump Sum Basis or 00221.99 Payment, Method "C" - Incidental Basis, no separate or additional payment will be made for Work performed under this Section. Payment will be included in payment according to 00221.98 or 00221.99.

SECTION 00223 - WORK ZONE TRAFFIC CONTROL LABOR AND VEHICLES

Comply with Section 00223 of the Standard Specifications modified as follows:

00223.31(b) Traffic Control Inspection Without TCS - Replace the bullet that begins "Prepares and signs a daily "Traffic Control Inspection Report"..." with the following bullet:

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- Prepares and signs a "Traffic Control Inspection Report" (Form No. 734-2474) upon the initial installation of TCM and each working day when any modification, removal, or reinstallation of TCM are made, or as directed by the Engineer. Submit completed reports to the Engineer no later than the end of the next working day.

Add the following subsection:

00223.91 Payment, Lump Sum or Incidental Basis - Replace this subsection, except for the subsection number and title, with the following:

When the Contract indicates payment for Work under 00221.98 Payment, Method "B" - Lump Sum Basis or 00221.99 Payment, Method "C" - Incidental Basis, no separate or additional payment will be made for Work performed under this Section. Payment will be included in payment according to 00221.98 or 00221.99.

SECTION 00224 - TEMPORARY TRAFFIC CHANNELIZING DEVICES

Comply with Section 00224 of the Standard Specifications modified as follows:

00224.46 Pavement Edge Delineation - Replace the paragraph that begins "Place tubular or conical markers..." with the following paragraph:

Place tubular or conical markers to delineate the edge of Pavement immediately after construction Work or paving operations create an abrupt or sloped edge drop-off greater than 1 inch in height along the right hand or left hand Shoulder.

00224.91 Payment, Lump Sum or Incidental Basis - Replace this subsection, except for the subsection number and title, with the following:

When the Contract indicates payment for Work under 00221.98 Payment, Method "B" - Lump Sum Basis or 00221.99 Payment, Method "C" - Incidental Basis, no separate or additional payment will be made for Work performed under this Section. Payment will be included in payment according to 00221.98 or 00221.99.

SECTION 00225 - TEMPORARY PAVEMENT MARKINGS

Comply with Section 00225 of the Standard Specifications modified as follows:

00225.40 Temporary Pavement Markers - Replace the paragraph that begins "Unless otherwise shown..." and the three bullets with the following paragraphs and bullets:

Install temporary flexible overlay pavement markers for temporary centerline marking as follows:

- Place and maintain one temporary flexible overlay pavement marker on 40 foot spacing in tangent and curve sections except as below.

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- Place and maintain one temporary flexible overlay pavement marker on 20 foot spacing in curved alignment sections identified by a speed rider displaying less than the posted speed and channelization areas.

Establish alignment for placing the temporary flexible overlay pavement markers as follows:

- Control markers at:
 - 200 foot intervals on tangents
 - 50 foot intervals on curves
 - 40 foot intervals on curves with speed rider
- Use string line or other appropriate means to maintain proper alignment of the markers. Adjust placement to avoid straddling a longitudinal joint, while maintaining a suitable alignment of markers.
- Remove and replace misaligned markers at no additional cost to the Agency.

00225.42(b) Wearing Course - Replace the bullet that begins “For left hand solid lines...” with the following bullet:

- For left hand solid lines and skip lines striping, use temporary removable tape or pavement markers.

00225.91 Payment, Lump Sum or Incidental Basis - Replace this subsection, except for the subsection number and title, with the following:

When the Contract indicates payment for Work under 00221.98 Payment, Method “B” - Lump Sum Basis or 00221.99 Payment, Method “C” - Incidental Basis, no separate or additional payment will be made for Work performed under this Section. Payment will be included in payment according to 00221.98 or 00221.99.

SECTION 00226 - TEMPORARY ROADSIDE BARRIERS AND IMPACT ATTENUATORS

Comply with Section 00226 of the Standard Specifications modified as follows:

Add the following subsection:

00226.02 Definitions:

Temporary Barrier - Temporary concrete barrier or Temporary Barrier from the QPL (concrete or steel) that has a MASH TL-3 crash tested dynamic deflection of 5.5 feet or less or Minimum Deflection Temporary Barrier.

Minimum Deflection Temporary Barrier - Temporary concrete barrier or Temporary Barrier from the QPL (concrete or steel) that has a MASH TL-3 crash tested dynamic deflection of 1.5 feet or less.

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Minimum Deflection Bridge Temporary Barrier - Temporary barrier located on a Bridge as shown, made of structural concrete, and fixed to the deck to prevent base deflection.

00226.41(a) Temporary Barrier - Delete the paragraph that begins "Secure temporary barrier to bridge decks..."

Replace the paragraph that begins "Keep the 3 feet of space behind ..." with the following paragraph:

Keep the 5.5 feet of space behind Temporary Barrier clear. Keep the 1.5 feet of space behind Minimum Deflection Temporary Barrier clear. Secure concrete barrier used for minimum deflection to Surfacing according to the Standard Drawings. Secure all other temporary barriers from the QPL (metal) to Surfacing according to the manufacturer's recommendations.

Replace the paragraph that begins "When the clear area distance behind..." with the following paragraph:

When the clear area distance behind the barrier is less than 5.5 feet, use Minimum Deflection Temporary Barrier.

00226.80(b)(2) Temporary Barrier - Replace this subsection, except for the subsection number and title, with the following:

Temporary Barrier will be measured on the length basis, measured from end to end of the barrier, including concrete barrier transitions, along the line and grade of each run. The quantities will be limited to those shown in Table 00226-1.

No separate measurement will be made for moving, removing, securing and pinning Temporary Barrier for each stage as shown.

No estimate of Temporary Barrier is made. Contractor shall account for any barrier used in the contractor submitted Traffic Control Plan.

00226.42 Temporary Traffic Attenuators – Add the following bullet to the end of the subsection:

- Temporary Traffic Attenuators shall be required at bridge ends if approach guardrail work is not completed prior to opening the new bridge to two 10' lanes of traffic.

00226.90 Payment - Add the following to the end of the subsection:

Payment will be payment in full for furnishing, stockpiling, and placing all Materials, and for furnishing all Equipment, labor and Incidentals necessary to complete the Work as specified at each location.

Delete Pay Item (f) from the Pay Item list.

Delete Pay Item (g) from the Pay Item list.

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Replace the paragraph that begins “Items (e) and (f) include Type 5...” with the following paragraphs:

Item (e) includes Type 5 delineators, including removing and replacing Type 5 delineators on the barriers, as necessary. Item (e) also includes furnishing, installing, connecting, securing, unsecuring, maintaining, temporary storage, and final removal of the Temporary Barrier, including Minimum Deflection Temporary Barrier.

No separate or additional payment will be made for moving Temporary Barriers, regardless of size or type, from one location of actual use to another location of actual use, regardless of whether the barrier was moved to and from the Contractor's stockpile area as part of the move, and for removing and replacing Type 5 delineators on the barriers, as necessary.

Delete the paragraph that begins “Item (g) includes installing...”

00226.91 Payment, Lump Sum or Incidental Basis - Replace this subsection, except for the subsection number and title, with the following:

When the Contract indicates payment for Work under 00221.98 Payment, Method “B” - Lump Sum Basis or 00221.99 Payment, Method “C” - Incidental Basis, no separate or additional payment will be made for Work performed under this Section. Payment will be included in payment according to 00221.98 or 00221.99.

SECTION 00237 - AGENCY-PROVIDED STAGING AREAS

Section 00237, which is not a Standard Specification, is included in this Project by Special Provision.

Description

00237.00 Scope - This Work consists of utilizing Agency provided prospective or mandatory staging areas as the Contractor elects or as required for the construction of the Contract.

Locate staging area(s) in previously improved area(s) that have been paved or compacted and graveled, unless otherwise shown or approved.

00237.01 Prospective Staging Areas - The following prospective staging area(s) have been cleared for use. If the Contractor elects not to utilize the listed prospective staging area(s) or elects to use other or additional staging areas, 00290.10 applies. Do not stage Equipment, store Materials, or operate beyond the staging area boundary shown or delineated unless otherwise directed in writing.

(a) Prospective Staging Area, Old Railroad Grade at Rockyford Road

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- **Location** - NW of the intersection of NW Rockyford Road and NW Old Railroad Grade Road.
- **Access** – Travel south on NW Rockyford Road from the project site.
- **Available Area** - Approximately 0.12 acres available. Equipment and materials shall be kept on compacted gravel, and clear of both NW Rockyford Road and NW Old Railroad Grade Road.

Measurement

00237.80 Measurement - No measurement of quantities will be made for Work performed under this Section.

Payment

00237.90 Payment - No separate or additional payment will be made for Work performed under this Section.

SECTION 00253 - TEMPORARY WORK ACCESS AND CONTAINMENT

Comply with Section 00253 of the Standard Specifications modified as follows:

00253.00 Scope - Add the following paragraph to the end of this subsection:

On Structure No. 11517, provide temporary work access, and containment, system for the bridge superstructure removal.

00253.03 Submittals - Replace this subsection, except for the subsection number and title, with the following:

(b) Work Containment Submittals - Submit all specified stamped drawings, specifications and design calculations for containment and access, systems according to 00150.35 at least 21 Calendar Days prior to the installation of work access systems(s).

Submit the following:

- Stamped containment Working Drawings, specifications and design calculations.
- Maximum wind speed at which containment wall materials may remain on the Structure.
- A view showing the location(s), and magnitude(s) of containment system reactions that are applied to the supporting structure.
- Appropriate submittals for access Structure(s), barge, or other information critical to the function of the containment system.

00253.40 General - Add the following paragraph to the end of this subsection:

For movable Structures, provide positive restraint to prevent movement except when containment structures are being relocated.

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Containment and work platforms do not extend more than 8 feet below bottom of existing Structure.

00253.50 Electrical Service - Delete this subsection.

SECTION 00280 - EROSION AND SEDIMENT CONTROL

Comply with Section 00280 of the Standard Specifications modified as follows:

00280.00 Scope - Replace the paragraph that begins "This Work also consists of providing temporary ..." with the following paragraphs:

This Work also consists of providing a contractor designed erosion and sediment control plan (ESCP), temporary erosion and sediment control (ESC) measures and furnishing, installing, moving, operating, maintaining, inspecting, and removing ESC throughout the Project area according to the Standard Drawings, the erosion and sediment control plan (ESCP), the Specifications, or as directed, until the site is permanently stabilized. Included also is the monitoring of weather, of stormwater and receiving waters, the reporting of monitoring observations, the reporting of corrective actions (when necessary) and the updates and revisions of the ESCP, including ESCP cover sheet, necessary to keep it representative of current site conditions and compliant with the 1200-CA permit.

When contaminants, pollutants or hazardous materials are discovered in the Project location in soils or groundwater comply with 00290.30(f) and, provide an environmental management plan (EMP) as required by the 1200-CA permit.

00280.06 Erosion and Sediment Control Manager - Delete this subsection.

00280.41(a) Disturbance Limits - Replace this subsection, except for the subsection number and title, with the following:

Prior to any ground disturbing activity, delineate all construction site clearing limits with high visibility markings and do not disturb areas outside the clearing limits. Prior to beginning construction activities, delineate and protect riparian areas including trees, root zones and vegetation to be preserved and delineate and protect vegetated buffer zones according to 00280.41(e). Protect post-construction stormwater facilities, unless used during construction as sediment trap, in which case, repair according to 00280.46(h).

Add the following subsection:

00280.41(e) Buffers - Retain and preserve buffer zones of natural, undisturbed vegetation, 50 feet in width between Work and Waters of the State and sensitive areas including water bodies, wetlands, springs and seeps. Where 50 foot buffers are not attainable, provide erosion, runoff and sediment control BMPs as shown or directed.

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Add the following subsection:

00280.41(f) Hauling Material - Cover loads carrying soil or sediment when leaving Project Site. Drain saturated loads on site or haul in water tight beds.

Add the following subsection:

00280.41(g) Underground Injection Controls (UIC) - Do not allow storm water from work area to enter Underground Injection Control (UIC) inlets, catch basins or wells.

00280.62 Inspection and Monitoring - Replace the paragraph that begins "Ensure that regular site inspection ..." with the following paragraphs:

Inspect the Project Site and all ESC devices for potential erosion or sediment movement on a weekly basis and when 1/2 inch or more of rainfall occurs within a 24 hour period, including weekend and holidays.

If a significant noncompliance or serious water quality issue occurs that could endanger health or the environment, verbally report it to the Engineer within 24 hours.

00280.62(b) Rainfall - Replace this subsection, except for the subsection number and title, with the following subsection:

Furnish and install a temporary rain gauge at the Project site. Upon approval, storm event information may be derived from weather stations that are representative of precipitation levels at the site.

The closest on-line rain gauge is located at:
forecast.weather.gov/MapClick.php?lat=45.19611&lon=-123.13222&unit=0&lg=english&FcstType=graphical

00280.63(c) Paved Areas - Replace this subsection, except for the subsection number and title, with the following subsection:

Keep all paved areas clean for the duration of the Project. Use cleaning methods that do not transport sediment-laden water to receiving streams. Remove sediment that has been tracked-out from the Project Site by the end of the same business day. If the sediment track-out occurs on a non-business day, remove the sediment by the end of the next business day.

Add the following subsection:

00280.64 Corrective Actions - Initiate corrective actions when the following noncompliance occur:

- A discharge from the Project Site causes an exceedance of applicable water quality standards,
- Sediment or turbidity are visible in discharge from the Project site in conveyance system leading to surface water or at the discharge point within surface water,
- BMP needs repair or replacement, beyond routine maintenance,

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- BMP shown on ESCP was not installed or installed incorrectly,
- A prohibited discharge has occurred,
- When required by DEQ,
- As directed by Engineer

(a) Corrective Action Timelines - Immediately initiate corrective actions to address noncompliance, including removing discharged material and repairing or replacing BMPs that do not provide Effective Functioning according to the following:

- Mobilize resources to clean contaminated surfaces and address cause of discharge,
- Complete corrective actions by the close of the next business day for discharge clean-up and to restore Effective Functioning of installed BMPs,
- For more significant noncompliance of which require additional, replacement or modified BMPs to restore Effective Functioning, complete corrective action(s) no later than 24 hours after the discovery
 - If completion of corrective action is not feasible within 24 hours, document the reasons why the time line cannot be met.
 - Provide a schedule for clean-up and corrective actions that restores Effective Functioning as soon as feasible. If schedule cannot be met document the reasons for the delay.
 - Provide all corrective action documentation and photographs to Agency within 24 hours of completion of corrective actions.

(b) Corrective Action Documentation - Document corrective actions within 24 hours of implementations to provide:

- The Project Site's common name and 1200-CA permit identification number when applicable,
- Conveyance system discharge location(s) and outfalls that were out of compliance,
- Photographs of the discharge(s) before and after the implementation of corrective actions, or before and after NTU readings of the discharge,
- The period of noncompliance,
- Name(s), titles and contact information of personnel conducting inspections,
- The specific condition and the date and time the noncompliance was identified,
- Description of the noncompliance and BMP failure(s) that caused the noncompliance,
- Description of the actions taken to address the noncompliance and prevent a reoccurrence of the noncompliance,
- Where corrective actions change site conditions from what is shown on ESCP, revise the ESCP to represent the site conditions,
- Immediately upon completion of corrective action documentation, provide to Agency for signature and submittal to DEQ.

00280.90 Payment - Replace this subsection, except for the subsection number and title, with the following:

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The accepted quantities of Work performed under this Section will be paid for at the Contract unit price, per unit of measurement, for the following items:

Pay Item	Unit of Measurement
(a) Erosion Control.....	Lump Sum

Item (a) includes:

- Contractor designed ESCP
- mobilization
- furnishing, stockpiling, protecting, restocking, and removing emergency Materials
- preparing Project for a period of extended non-activity
- inspecting, maintaining, and removing erosion control devices
- restoring all disturbed ground, Work, and storage areas not otherwise covered
- Yamhill County to provide hydro seeding after all disturbed ground is restored

Partial payment for items (a) will be made as follows:

- When the initial Contractor developed ESCP, narrative, and schedule are complete and accepted, and the initial erosion control devices are installed 25%
- When 50 percent of the Contract is complete, excluding advances on Materials 25%
- When 75 percent of the Contract is complete, excluding advances on Materials 25%
- At completion of the Work covered by this Section 25%

Payment will be payment in full for furnishing and placing all Materials, and for furnishing all Equipment, labor, and Incidentals necessary to complete the Work as specified.

No separate or additional payment will be made for:

- constructing and removing temporary slope berms
- erosion control for Work outside the construction limits including but not limited to limited to, Borrow pits, haul roads, disposal sites, and Equipment storage sites
- modifications or additions to the ESCP.

No separate or additional payment will be made for constructing laps, seams, joints, wraps, overlaps, joint overlaps, or patches unless the Engineer orders additional amounts in excess of the minimum. For laps, wraps, or overlaps that that have been ordered by the Engineer

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and exceed the minimum or specified length or width, payment will be made for the added lap, overlap, or wrap length or width at the Contract unit price.

Water used for non-chemical dust control will be paid according to Section 00340.

Additional ESC devices required for permit compliance will be paid for according to 00195.20.

SECTION 00290 - ENVIRONMENTAL PROTECTION

Comply with Section 00290 of the Standard Specifications modified as follows:

Add the following subsection:

00290.30(a)(7) Water Quality:

- Do not discharge contaminated or sediment-laden water, including drilling fluids and waste, or water contained within a work area isolation, directly into any waters of the State or U.S. until it has been satisfactorily treated (using a best management practice such as a filter, settlement pond, bio-bag, dirt-bag, or pumping to a vegetated upland location).
- Do not use permanent stormwater quality treatment facilities to treat construction runoff unless prescribed by an ESCP approved under Section 00280.
- If construction discharge water is released using an outfall or diffuser port, do not exceed velocities more than 4 feet per second, and do not exceed an aperture size of 1 inch.
- Do not use explosives under water.
- Implement containment measures adequate to prevent pollutants or construction and demolition materials, such as waste spoils, fuel or petroleum products, concrete cure water, silt, welding slag and grindings, concrete saw cutting by-products and sandblasting abrasives, from entering waters of the State or U.S.
- Implement containment measures adequate to prevent flowing stream water from coming into contact with concrete or grout within the first 24 hours after placement.
- Do not end-dump riprap into the waters of the State or U.S. Place riprap from above the ordinary high water line.
- Cease Project operations under high flow conditions that may result in inundation of the Project area, except for efforts to avoid or minimize resource damage.
- The Engineer retains the authority to temporarily halt or modify the Work in case of excessive turbidity or damage to natural resources.
- If Work activities violate permit conditions or any requirement of this subsection, stop all in-water work activities and notify the Engineer.
- Do not cause a visible sediment plume in waters of the State or U.S.

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00290.32 Noise Control - Add the following paragraph to the end of this subsection:

Review Yamhill County Ordinance 822 which describes noise control regulations. Obtain and be responsible for necessary permits described in Yamhill County Ordinance 822. Comply with the applicable noise control requirements for Project Work.

00290.34(a) Regulated Work Areas - Add the following to the end of this subsection:

The regulated work area is the area at or below the ordinary high water (OHW) elevation shown on the plans.

00290.34(b) Prohibited Operations - Add the following to the end of this subsection:

- Allow entry within the regulated work area.

SECTION 00296 - PAINT AND PAINTED MATERIALS

Section 00296, which is not a Standard Specification, is included in this Project by Special Provision.

Description

00296.00 Scope - In addition to the requirements of Section 00290, remove lead, chromium, and cadmium based paints, and materials coated with lead, chromium, and cadmium based paints, according to the following Specifications.

Lead, chromium and cadmium based paints coat the metal on the beams, railings, and curbs on the Pike Road (BR11517) Bridge. Analysis of paint samples collected from this Bridge detected the concentrations of total lead, cadmium, and chromium in the metal paint indicated in Table 00296-3 below:

Table 00296-3

Sample Location and Material	Total Lead (mg/kg)	Total Chromium (mg/kg)	Total Cadmium (mg/kg)
Girders	158,368	Not Tested	Not Tested

ND = not detected above the laboratory detection limit.

Unless otherwise tested, assume that all coatings contain lead, chromium, and cadmium and handle paint and painted materials accordingly during demolition.

00296.03 Submittals - Submit the following documents:

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- A job specific written compliance program, according to 29 CFR 1926.62(e)(2), at least 10 Calendar Days before the pre-construction conference. When applicable, include compliance procedures for cadmium and chromium VI, according to 29 CFR 1926.1127 and 29 CFR 1926.1126.
- Modifications to the written compliance program within 7 Calendar Days of the modifications.
- Current employee training certificates and medical surveillance information before beginning work that disturbs paint containing lead, cadmium or chromium.
- Within 48 hours of completing or receiving them:
 - Disposal and recycling facility permits.
 - Transport manifests and bill-of-ladings.
 - All reuse, recycling, and disposal receipts.
 - All analytical test results.

00296.04 Documentation - Include paint and painted materials management and planned reuse, recycling, and disposal information in the pollution control plan. Obtain Engineer approval for the specific reuse, recycling, and disposal methods for all materials before beginning demolition work.

Complete, sign and pay all required fees for all required permits, manifests, and bill-of-lading forms for transport and disposal of the paint and painted materials.

Labor

00296.30 Personnel Qualifications - Provide employees trained in lead awareness, according to 29 CFR 1926.62(l), and also trained according to 29 CFR 1926.1126(j)(2) for chromium and 29 CFR 1926.1127(m)(4) for cadmium, during demolition of painted portions of the structures.

Construction

00296.40 Handling - Minimize employee exposure to the metals contained in the paint. Provide containment that prevents release of paint chips to the environment. Do not remove or separate paint from painted substrates, unless required to accomplish repair activities.

00296.43 Painted Metal Management - Reuse, recycle, or dispose of painted metal according to any of the following:

- **Reuse by Others** - Provide or sell painted non-structural scrap metal to the following:
 - Contractors for their reuse.

Obtain the recipients signature on the attached disclaimer form, acknowledging their awareness that the scrap metal contains lead, chromium, and cadmium based paint before giving them possession.

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- **Recycle at Recycling Facility** - Transport the painted scrap metal along with the paint analytical results to a recycling facility. Obtain the recipients signature on the attached disclaimer form, acknowledging their awareness that the scrap metal contains lead, chromium and cadmium based paint.

Measurement

00296.80 Measurement - No measurement of quantities will be made for Work performed under this Section.

Payment

00296.90 Payment - No separate or additional payment will be made for Work performed under this Section. Payment will be included in payment made for the appropriate items under which this Work is required.

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Attachment A Lead, Chromium, and Cadmium Based Paint Acknowledgement Form

[Contractor] _____
[Bridge Identification] _____
[Description of Scrap Metal] _____

_____ [Recipient] acknowledges that they are aware that metal and materials received from _____ [Contractor] on _____ [Date(s)] may contain lead, chromium, or cadmium based paint. Recipient further acknowledges that it is aware of the risk to human health and the environment posed by exposure to lead, chromium and cadmium based paint. All storage, use, sale, and disposal of materials containing lead, chromium or cadmium based paint and any removal of lead, chromium, or cadmium based paint from the materials by Recipient will be conducted in compliance with all applicable Federal and State statutes and regulations, including but not limited to 40 CFR 262 through 265 and OAR Chapter 340, Divisions 100 through 106. Recipient acknowledges that they are solely responsible for any liability or damages resulting from the storage, use, sale, and disposal of the materials and removal of lead, chromium or cadmium based paint by Recipient and Recipient will indemnify and hold harmless the Contractor and the Oregon Department of Transportation from any such claims of liability or damages.

_____ [Signature]

_____ [Title]
_____ [Date]

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SECTION 00305 - CONSTRUCTION SURVEY WORK

Comply with Section 00305 of the Standard Specifications modified as follows:

00305.05 3D Engineered Models - Replace the bullet that begins “A detailed outline and list of...” with the following bullet:

- An automated machine guidance (AMG) work plan containing a detailed outline, list of the Pay Items and Work that will be controlled by the 3D Construction Models, and a narrative outlining any differences between the Agency prepared 3D Engineered Models and the 3D Construction Models.

Delete the bullet that begins “A narrative outlining...”

SECTION 00310 - REMOVAL OF STRUCTURES AND OBSTRUCTIONS

Comply with Section 00310 of the Standard Specifications modified as follows:

00310.90 Payment - Add the following to the end of this subsection:

No separate or additional payment will be made for removal or disposal Work included in Section 00330 according to 00310.02.

SECTION 00320 - CLEARING AND GRUBBING

Comply with Section 00320 of the Standard Specifications.

SECTION 00330 - EARTHWORK

Comply with Section 00330 of the Standard Specifications modified as follows:

00330.03 Basis of Performance - Add the following paragraph to the end of this subsection:

Perform all earthwork under this Section on the embankment basis.

00330.14 Selected Granular Backfill - Delete the sentence that begins “Reclaimed glass meeting the requirements of Section 02695...”.

00330.15 Selected Stone Backfill - Delete the sentence that begins “Reclaimed glass meeting the requirements of Section 02695...”.

00330.41(a)(4) Excess Materials - Replace this subsection, except for the subsection number and title, with the following:

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If the quantities of excavated materials are greater than required to construct embankments and to do all filling and backfilling, the Contractor may use the remaining materials to uniformly widen embankments or to flatten slopes in a manner satisfactory to the Engineer.

00330.41(a)(5) Waste Materials - Replace this subsection, except for the subsection number and title, with the following:

Unless otherwise specifically allowed and subject to the requirements of Section 00280, dispose of materials, classed as waste materials in 00330.41(a)(3), outside and beyond the limits of the Project and Agency controlled property according to 00290.20. Do not dispose of materials on Wetlands, either public or private, or within 300 feet of rivers or streams.

00330.92 Kinds of Incidental Earthwork - Add the following bullet to the end of the bullet list:

- Excess material used to widen embankments or flatten slopes according to 00330.41(a)(4).
- Earthwork required for driveways and road approaches. Earthwork for driveways and road approaches will be that which is outside the Neat Line limits shown on the typical sections.

SECTION 00340 - WATERING

Comply with Section 00340 of the Standard Specifications.

SECTION 00350 - GEOSYNTHETIC INSTALLATION

Comply with Section 00350 of the Standard Specifications modified as follows:

00350.01 Definitions - Replace the sentence that begins “**Embankment Geotextile** - For installation...” with the following sentence:

Embankment Geotextile - Embankment geotextile is used as a reinforcement within embankments and as a separation and reinforcement under embankments.

Replace the bullet that begins “**Nonwoven Geotextile** - A textile...” with the following bullet:

- **Nonwoven Geotextile** - A textile produced by bonding or interlocking of fibers by mechanical, heat or chemical means.

Replace the sentence that begins “**Riprap Geotextile** - For installation...” with the following sentence:

Riprap Geotextile - Riprap geotextile is used as a filter and separator behind or beneath riprap, Buttresses, inlays, shear keys and erosion control applications.

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Replace the sentence that begins “**Subgrade Geotextile** - For installation...” with the following sentence:

Subgrade Geotextile - Subgrade geotextile is used as a separator and reinforcement on Subgrades and in other material separation applications.

00350.41(f)(5) Geotextile Placement - Replace the paragraph that begins “Slit wrinkles or folds ...” with the following paragraph:

Slit wrinkles or folds exceeding 1 inch and lay flat. Shingle-lap not more than 6 inches in the direction of the paving. Broom or squeegee to smooth the geotextile and pneumatic roll to maximize geotextile contact with the Pavement surface. Additional hand-placed sealant material may be required at laps as determined.

SECTION 00370 - FINISHING ROADBEDS

Comply with Section 00370 of the Standard Specifications.

SECTION 00501 - BRIDGE REMOVAL

Comply with Section 00501 of the Standard Specifications modified as follows:

00501.00 Scope - Add the following paragraph(s) to the end of this subsection:

Remove the existing bridge superstructure over Turner Creek.

Add the following subsection:

00501.03 Submittals - Submit unstamped bridge removal plans according to 00150.35 14 Calendar Days before beginning removal work.

Include the following information in the submittal:

- Removal sequence, including contractor staging and traffic staging.
- Detailed schedule of bridge removal work.
- Type of equipment that will be used, including size and capacity.
- Equipment location during removal operations.

Do not begin bridge removal work until the bridge removal plans have been approved.

SECTION 00510 - STRUCTURE EXCAVATION AND BACKFILL

Comply with Section 00510 of the Standard Specifications.

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SHORING DESIGN CHECKLIST

Instructions - This shoring design checklist was developed to facilitate the design, review, and erection of shoring to be used for ODOT construction projects. This checklist is intended to act as a reminder to design or check for specific important aspects of this construction. It is not a substitute for plan and/or design criteria or specification requirements.

The Checklist is to be completed by the shoring design engineer. Answer every question. Attach to the Checklist an explanation of any negative responses.

Submit this Shoring Design Checklist for each stage and phase of the project, along with the shoring design summary, Working Drawings and calculations according to 00510.04.

	YES	NO	N/A
A. General			
1. Are the shoring Working Drawings and supporting calculations prepared, stamped, and signed by an engineer registered to practice in the state of Oregon?	_____	_____	_____
2. Are the temporary shoring installation plans, construction sequence, and removal plan compatible with the project construction staging/phasing?	_____	_____	_____
B. Design Standards			
1. Does the shoring design comply with standards identified in ODOT GDM 15.3.26.3 and related sections?	_____	_____	_____
2. Is the design standard and edition identified in the shoring design calculations?	_____	_____	_____
C. Loading			
1. Have the design loads, including special loading conditions (e.g. cranes, stockpiles, etc.), used for shoring design of all members been noted in the design calculations?	_____	_____	_____
2. Have the appropriate load and resistance factors or factors of safety on the shoring system been identified, for all applicable load combinations or load cases?	_____	_____	_____
3. If public traffic is near or directly above the shoring system, has a minimum traffic live load surcharge of 250 psf been applied?	_____	_____	_____
4. Have the loads from actual construction equipment and not less than 250 psf been included in the shoring system design?	_____	_____	_____

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5. Have the construction loads for different stages of construction been considered and included in the calculations? _____
6. Have the effects of any construction activities adjacent to the shoring system on the stability/performance of the shoring system been addressed in the shoring design (e.g., excavation or soil disturbance in front of the wall or slope, excavation dewatering, vibrations and soil loosening due to soil modification/construction activities)? _____
7. Have earth pressure diagrams been included? _____
8. Does the shoring design consider the effect of water saturated soil pressure acting on the full height of the shoring? _____

D. Geotechnical and Structural Analysis

1. Has internal stability been evaluated? _____
2. Has eccentricity/overturning stability been evaluated? _____
3. Has sliding been evaluated? _____
4. Has overall/global stability been evaluated? _____
5. Has bearing capacity been evaluated? _____
6. Have displacement constraints or other performance objectives of the shoring system been identified and evaluated? _____
7. Has each stage of the shoring system construction been evaluated to carry traffic and construction loads and ensure internal and external stability through the construction and loading sequence? _____
8. Are the allowable stress and the calculated stress listed in the summary for each different shoring member? _____
9. Have steel beams been checked for bending, shear, web crippling and buckling of the compression flange? _____
10. Have connections for all phases of construction and removal been designed for all interim loading? _____
11. Has buckling, bracing strength, and stiffness been evaluated for all compression members? _____

E. Materials

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1. Are all soil, rock, and other material properties used for the design of the shoring system provided and consistent with GDM and the subsurface field and lab data? _____
2. Are timber grades noted on shoring drawings and in accompanying calculations? _____
3. Are the minimum lumber dimensions shown in the calculations and noted on the Working Drawings? _____
4. Are steel structural shapes, bolts, connections, and plates identified by ASTM number on the shoring Working Drawings and in the calculations? _____

F. Shoring Working Drawings

1. Is the field verified ground topography above and below the shoring wall shown? _____
2. Are all existing, adjusted or new utilities, structures, and “no work zones” in proximity to the proposed shoring shown on the shoring Working Drawings and is protection of these items addressed? _____
3. Are horizontal and vertical clearance requirements identified and shown on the shoring Working Drawings? _____
4. Are plan view, elevation and cross sections drawn to scale, with dimensions defining location and size of the temporary shoring, components, and excavation limits? _____
5. Are the magnitude and location of all loads, equipment and personnel that will be supported by the shoring shown or noted on the shoring Working Drawings? _____
6. Has a dewatering plan been shown? _____
7. Have all connections been detailed? _____
8. Has bracing been detailed? _____

G. Testing and Monitoring

1. If a “yes” response to No. D-6, is a monitoring plan provided to verify adequate performance of the shoring system throughout the design life of the system? _____
2. Has a load testing program been provided for soil nails, tiebacks, or other applicable elements of the shoring system _____

Design Engineer of Record Signature

Date

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SECTION 00530 - STEEL REINFORCEMENT FOR CONCRETE

Comply with Section 00530 of the Standard Specifications.

SECTION 00535 - RESIN BONDED ANCHOR SYSTEMS

Replace Section 00535 of the Standard Specifications with the following Section 00535:

SECTION 00535 - POST-INSTALLED ANCHOR SYSTEMS

Description

00535.00 Scope - This Work consists of drilling and preparing holes in hardened concrete and providing and installing anchor bolts and/or reinforcement using a resin bonded anchor system or a mechanical anchor system as shown.

00535.01 Required Submittals - For resin bonded anchor installation horizontally or upwardly inclined submit personnel qualifications according to 00535.30 at least 21 Calendar Days before starting Work.

Materials

00535.10 Materials - Provide the Engineer with:

- Certification, according to 00165.35, that the anchor system meets all requirements for the Project.
- Mill test certificates verifying the strengths of material used in the manufacture of the anchors.

(a) Resin Bonded Anchor System - Furnish anchor bolts meeting the requirements of 02560.30 and reinforcing steel meeting the requirements of Section 02510 as shown. High strength anchor bolts meeting the requirements of ASTM A193, Grade B7 may be substituted in place of these specified in 02560.30(b).

Furnish a polyester, vinyl ester, or epoxy resin bonding system from the QPL that sustains the minimum pullout force shown. Resin used for installation of the anchor system as shown shall be the same lot used for testing according to 00535.45(a)(1).

Unless shown otherwise, do not install anchors larger than 1 inch in diameter using a resin-bonded anchor system.

Unless shown otherwise, galvanize all anchors which have any portion of the anchor exposed. Galvanize according to AASHTO M 232 (ASTM A153) or AASHTO M 298

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(ASTM B695), Class 50. When within 25 aerial miles of the Pacific Ocean, galvanize according to AASHTO M 232 (ASTM A153) only. Anchors that become completely encased in concrete will not require galvanizing.

Provide thread lengths as shown. If thread lengths are not shown and the anchor is not rebar, provide threads on the resin-bonded end of the anchor for at least 80 percent of the embedment depth shown.

(b) Mechanical Anchor System - Furnish a mechanical anchor system from the QPL that sustains the minimum pullout force and is not longer than the embedment depth shown. Anchors used for installation shall be the same lot used for testing according to 00535.45(a)(2). Unless shown otherwise, provide galvanized mechanical anchors according to AASHTO M 232 (ASTM A153).

Labor

00535.30 Qualified Personnel - Provide ACI/CRSI adhesive anchor certified personnel for installation of resin bonded anchors horizontally or upwardly inclined (including vertically overhead). Contact Oregon Chapter of ACI, (503) 753-3075, www.oregonaci.org

Construction

00535.40 Construction - Install the anchor system according to the Manufacturer's Printed Installation Instructions (MPII) and to the embedment depths shown.

(a) General - Locate existing reinforcing bars. If existing reinforcement is encountered, adjust the hole location to avoid conflicts as shown or as directed. Avoid installing anchors in cracked concrete. Patch abandoned holes with a PCC repair material meeting the requirements of Section 02015 and according to the manufacturer's recommendations.

Clean holes with a nonmetallic brush, compressed air, and water. Remove excess water from the hole. The cleaned hole may be damp, but shall be free of concrete dust, foreign matter, and standing water. Protect drilled and cleaned hole from contamination. If the drilled hole becomes contaminated, as determined by the Engineer, re-clean the hole.

Do not install anchors until concrete has cured for 21 Calendar Days.

Provide components connected to the installed anchors with the same metal type or provide electrical isolation when metal type of the components is dissimilar or unknown.

(b) Resin Bonded Anchor System - Unless stated otherwise in the manufacturer's instructions, use a drill bit diameter 1/8 inch larger than the nominal anchor diameter for AASHTO M 314 anchors and 5/64 inch larger than the out-to-out diameter for rebar.

Install horizontally inclined, upwardly inclined, or vertically overhead resin bonded anchors using a piston plug method.

Do not install resin bonded anchors when the concrete temperature is below 50 °F, unless otherwise advised by the resin manufacturer's recommendations.

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For anchors resisting sustained tension loads do not load or torque anchors until 24 hours after the manufacturer's minimum full cure time.

For resin bonded anchor system with anchor bolts and nuts, after the resin is fully cured, mark the position of the nut with a felt tip pen or similar marker. Rotate the nut of each anchor bolt past snug-tight by no more than 1/6 turn, unless shown otherwise, to avoid unintended damage.

00535.45 Testing - Perform demonstration tests and production tests on anchors as specified in the anchor test summary at the frequency in the MFTP.

Perform demonstration tests before installing the anchor system and perform production tests during anchor installation Work at agreed upon locations.

Do not incorporate demonstration test anchors into the Work. Do not begin installing the anchor system until the installation process is approved. Test results with the average load meeting or exceeding the minimum pullout force will be acceptable. If any test anchor has a capacity less than 95 percent of the minimum pullout force, the anchor lot will be rejected.

(a) Demonstration Tests - Demonstrate the installation process for each lot of post-installed anchor system and each anchor type and size.

Install three test anchors using the same materials and methods that will be used for installing the anchor system. One demonstration test includes 3 test anchors.

(1) Resin Bonded Anchor System - Test the anchors according to ASTM E488 as confined tension tests up to the minimum pullout force shown. When the pullout force and embedment depth are not shown, install the anchors to the embedment depth and test the anchors using the minimum pullout force in Table 00535-1.

Table 00535-1

Minimum Pullout Force							
Dia. (inch)	Anchor Bolts			Embed Depth (inch)*	Rebar		
	Grade 36	Grade 55	Grade 105		Grade 60	Force (Pounds)	Embed. Depth (inch)*
1/2	7,400	9,700	15,300	4.50	3	7,900	3.25
5/8	11,700	16,900	24,300	6.00	4	14,400	5.25
3/4	17,300	22,500	36,000	7.50	5	22,300	6.50
7/8	24,000	31,200	49,900	9.25	6	31,700	7.50
1	31,700	40,900	65,400	11.00	7	43,800	8.75
					8	56,700	10.25

*± 1/8 inch

(2) Mechanical Anchor System - Test the anchors according to ASTM E488 as unconfined tension tests up to the minimum pullout force shown.

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(b) Production Tests - Use anchors from the same lot used for the demonstration tests. Perform production tests during installation of the anchor system, after the installation is finished, and for the Resin Bonded Anchor System the resin has cured according to the Manufacturer's recommendations. One production test includes 1 test anchor. Maintain the test load at the required load level for a minimum of 10 seconds. Test anchors shall not have measurable displacement. If the Engineer suspects improper installations, more testing may be required.

(1) Resin Bonded Anchor System - Test anchors according to ASTM E488 as confined tension tests to 50 percent of the minimum pullout force shown.

For bent rebar anchors (#5 or smaller), furnish and test a straight bar at the required location. After the Engineer accepts test results, cold bend the bar to dimensions as shown. For epoxy coated rebar, inspect for damage to coating and repair damaged coated areas according to 00530.45. For threaded rods and larger reinforcing bars, furnish and install a sacrificial straight test anchor at a minimum distance of 1.5 times embedment depth away from the required location.

(2) Mechanical Anchor System - Test anchors according to ASTM E488 as unconfined tension tests to 40 percent of the minimum pullout force shown.

(c) Anchor Test Summary - Test the installed anchors according to Table 00535-2 and Section 00165.

Table 00535-2

Str. #	Sheet #	Anchor					Demo. Test (yes/no)	Prod. Test (yes/no)
		System (Mech/Resin)	Type (bolt/rebar)	Size	Grade	Sustained Tension (yes/no)		
11517	11	Resin	Bolt	1"	F1554 Gr. 36	No	Yes	No

Replace anchors that fail at no additional cost to the Agency.

Measurement

00535.80 Measurement - No measurement of quantities will be made for post-installed anchor systems.

Payment

00535.90 Payment - No separate or additional payment will be made for post-installed anchor systems. Payment will be included in payment made for the appropriate items under which this Work is required.

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SECTION 00540 - STRUCTURAL CONCRETE

Comply with Section 00540 of the Standard Specifications.

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SECTION 00550 - PRECAST PRESTRESSED CONCRETE MEMBERS

Comply with Section 00550 of the Standard Specifications,

SECTION 00582 - BRIDGE BEARINGS

Comply with Section 00582 of the Standard Specifications.

SECTION 00585 - EXPANSION JOINTS

Comply with Section 00585 of the Standard Specifications modified as follows:

00585.01 Definitions -

Replace the sentence that begins “**Asphaltic Plug Joint Seal** - A sealed joint composed of Aggregate...” with the following sentence:

Asphaltic Plug Joint Seal - A Closed Joint composed of Aggregate and flexible binder Material placed over a steel bridging plate.

Replace the sentence that begins “**Closed Joint** - A sealed or filled joint designed...” with the following sentence:

Closed Joint - A sealed joint designed to prevent water and debris from passing through the joint.

Add the following definition:

Control Joint - A joint created by sawing a groove in a surface to create a weakened vertical plane and filled with a poured Material.

Replace the sentence that begins “**Filled Joint** - A joint using a preformed ...” with the following sentence:

Filled Joint - A joint using a preformed joint filler placed prior to concrete pour.

Delete the definition for **Sealed Joint**

Replace the sentence that begins “**Strip Seal** - A sealed joint with an extruded...” with the following sentence:

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Strip Seal - A Closed Joint with an extruded elastomeric seal retained by edgebeams that are anchored to the structural elements.

Add the following subsection:

00585.02 Submittals:

(a) Materials - At least 21 Calendar Days before starting Work, submit QPL listed products to the Engineer for approval.

(b) Personnel Qualifications - At the pre-construction conference, submit joint installer personnel certifications(s) from the manufacturer affirming that the installers have been trained in application methods of Materials and health and safety to install Closed Joints as detailed.

(c) Working Drawings - At least 21 Calendar Days before starting Work, submit unstamped Working Drawings from the manufacturer for each Closed Joint according to 00150.35. Include the following:

- Plan, elevation and section of the joint system with dimensions and tolerances.
- Complete details of all joint Materials with all ASTM, AASHTO or other Material designations.
- Method of installation including sequence and installation details at traffic barriers, Roadway surfaces, curbs and sidewalks.
- Joint details to include the following:
 - Prevent the entrance of water and debris into the joint.
 - Accommodate the required Structure movements shown.

00585.11 Approval of Materials - Delete this subsection.

00585.12 Concrete for Blockout Opening - Replace the sentence that begins "Fill blockout openings with the ..." with the following sentence:

Fill blockout openings with the same class and type of concrete used in the deck, unless otherwise shown.

00585.30 Closed Joint Installers - Replace this subsection with the following subsection:

00585.30 Joint Installers - Provide trained personnel to install the Closed Joints.

00585.31 Sealed Joint Manufacturer's Representative - Replace this subsection with the following subsection:

00585.31 Expansion Joint Seal Manufacturer's Representative - Provide a manufacturer's representative on-site during the installation of expansion joint device. Discuss with the representative regarding the Work to be done, the methods of installation, installation procedures, and the required Equipment to assure correct installation of expansion joints

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00585.42(a) Submittals - Replace this subsection with the following subsection:

00585.42(a) Notification - Notify the Engineer in writing at least 7 Calendar Days before installing the Closed Joint. Include the Contract number, Bridge number, joint seal Material, product name, and the approximate date of installation.

00585.42(c) Joint Preparation - Replace the sentence that begins "Prepare the joint surfaces as directed..." with the following sentence:

Prepare the joint surfaces as shown or directed in this Section and according to the joint Material manufacturer's recommendations.

00585.42(d) Weather Conditions at Time of Installation - Replace this subsection, except for the subsection number and title, with the following:

Install joint seals when the weather conditions are suitable for joint installation according to the manufacturer's recommendations.

00585.42(e) Leakage Check - Replace this subsection, except for the subsection number and title, with the following:

After joint installation is complete, check joints for leakage by flooding the joint with water. Maintain ponding of water in the Roadway Shoulders or 3 feet from the gutter line, whichever is greater, for 2 hours. Use an unnozzled water hose delivering one gallon of water per minute to the inside face of railing. Verify no leaking of joints. If leakage is observed, repair the joints using a method recommended by the manufacturer and approved by the Engineer prior to starting Work at no additional cost to the Agency. Perform additional leakage check at no additional cost to the Agency. Additional leakage checks have the same requirements.

00585.43 Armored Corners – Replace the title of this subsection with "**Armored Corners and Edgebeam**"

Replace the paragraph that begins "Provide joint corner armoring ..." with the following paragraph:

Provide joint corner armoring or edgebeam with anchors as shown or specified, and according to the following:

00585.43(a) Tolerance - Replace the paragraph that begins "Install armored corners that are straight..." with the following paragraph:

Install armored corners or edgebeams that are straight and do not deviate from a true line by more than 1/4 inch horizontal and 1/8 inch vertical over the length of the joint, nor more than 1/16 inch in either direction from a 12-foot straightedge.

00585.43(b) Installation - Replace the paragraph that begins "Furnish armored corners in the longest ..." with the following paragraph:

Furnish armored corners or edgebeams in the longest practical length as controlled by transportation and installation.

2024 Pike Road Bridge Superstructure Replacement

Replace the paragraph that begins "For new construction, install armored ..." with the following paragraph:

For new construction, install armored corners or edgebeams with anchors in preformed blockouts at least 14 days after the deck is cast with the joint opening as shown. Support the armored corners or edgebeams securely in position before placing concrete in the joint blockout. Install the preformed seal at least 7 days after the concrete blockouts have been cast and after the deck concrete reaches 3,000 psi.

00585.47 Strip Seal - Replace the bullet that begins "Use steel retainers acting ..." with the following bullet:

- Use steel retainers acting as the edgebeams according to 00585.43.

Add the following subsection:

00585.50 Control Joint - Construct Control Joints as shown. If details of the control joint are not shown, sawcut the surface 1 1/2 inches deep and 1/2 inch wide and fill it with hot applied joint sealant.

00585.80 Measurement - Add the following to the end of the subsection:

The estimated quantities of joints are:

Structure	Joint Type	Quantity (Foot)
Bridge No. 11517	Control Joint	48

00585.90 Payment -

Replace the bullet that begins "preformed expansion joint filler..." with the following bullet:

- preformed joint filler, hot applied joint sealant, or sawcutting to construct Filled Joint

Replace the bullet that begins "providing the manufacturer's..." with the following bullet:

- providing the expansion joint seal manufacturer's representative

Add the following to the end of this subsection:

When the Contract Schedule of Items does not indicate payment for control joints performed under this Section, no separate or additional payment will be made for the control joint. Payment will be included in payment made for the appropriate items under which the control joint is required.

2024 Pike Road Bridge Superstructure Replacement

SECTION 00587 - BRIDGE RAILS

Comply with Section 00587 of the Standard Specifications modified as follows:

00587.80 Measurement - Add the following to the end of this subsection:

The estimated quantity of bridge rail is:

Structure	Rail Type	Quantity (Foot)
Bridge No. 11517	2-Tube Side Mount Rail	80

SECTION 00592 - ROLLED WATERPROOFING MEMBRANE

Comply with Section 00592 of the Standard Specifications modified as follows

00592.03 Submittals - Replace the bullet that begins “The manufacturer’s test certificate required...” with the following bullet:

- The manufacturer’s test certificate required in 00592.10.

Replace the bullet that begins “Submit a primer application plan...” with the following bullet:

- Submit a primer application plan according to 00592.42(c), which includes a manufacturer’s letter indicating primer is compatible with the rolled membrane.

Replace the bullet that begins “Proposed methods of measuring the application...” with the following bullet:

- Proposed methods of measuring the application rate of Emulsified Asphalt tack coat and primer to meet the specified application rates.

00592.11 Hot Asphalt Cement Tack Coat - Replace this subsection with the following subsection:

00592.11 Emulsified Asphalt Tack Coat - Furnish Emulsified Asphalt tack coat according to Section 00730.

00592.40 Preparing Existing Bridge Decks - Replace the bullet that begins “After removing the existing...” with the following bullet:

After removing the existing asphalt concrete wearing surface according to Section 00503, ensure the deck is smooth and free of obstructions. Clean the bridge deck by thoroughly sweeping and blowing compressed air immediately prior to placing the Emulsified Asphalt tack coat.

00592.41(b) Weather and Other Restrictions - Replace this subsection, except for the subsection number and title, with the following:

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Place Emulsified Asphalt tack coat, concrete patching, and waterproofing membrane when the deck is dry, the air temperature is between 40 °F and 90 °F, and the surface temperature of the deck is 40 °F minimum and rising. Do not place Emulsified Asphalt tack coat if the surface temperature exceeds 120 °F.

00592.41(d) Area of Application - Replace the paragraph that begins “On Bridges with curbs or concrete rail ...” with the following paragraph:

On Bridges with curbs or concrete rail, place a 12 inch continuous membrane strip, after applying Emulsified Asphalt tack coat, so that 2 inches is placed vertically along the curb or rail, with 10 inches placed horizontally on the deck surface.

00592.42(a) Tack Coat - Replace this subsection, except for the subsection number and title, with the following:

Place Emulsified Asphalt tack coat as follows:

(1) Concrete Substrate - Place Emulsified Asphalt tack coat as shown or directed and according to Section 00730. Extend the tack coat 2 inches up the face of the curb.

(2) ACP Base Course - Place Emulsified Asphalt tack coat as shown or directed and according to Section 00730. Primer may be substituted for the Emulsified Asphalt tack coat on the ACP Base Course according to 00592.42(e).

(3) Rolled Waterproof Membrane - Place Emulsified Asphalt tack coat as shown or directed and according to Section 00730.

00592.42(c) Primer - Replace the sentence beginning with “Primer may be substituted...” with the following sentence:

Primer may be substituted for Emulsified Asphalt tack coat only for application on the ACP Base Course below the rolled waterproofing membrane, with a primer application plan, according to the following:

00592.42(d) Rolled Waterproofing Membrane - Replace the bullet that begins “Prior to applying hot asphalt...” with the following bullet:

- Prior to applying Emulsified Asphalt tack coat, roll press the entire membrane surface with approved Equipment

00592.42(e) ACP Wearing Course - Replace this subsection, except for the subsection number and title, with the following:

Construct the ACP wearing Course according to Section 00744 or Section 00745. Prior to placing the Emulsified Asphalt tack coat, and any ACP Course or waterproofing membrane, verify the underlying surface is free from loose rocks, or other debris. Clean the underlying surface by thoroughly sweeping and blowing compressed air immediately prior to placing the Emulsified Asphalt tack coat. Pave in the same direction as the membrane overlap end joints.

00592.43 Daily Report Requirements - Replace the bullet that begins “Total gallons of hot asphalt cement...” with the following bullet:

2024 Pike Road Bridge Superstructure Replacement

- Total gallons of Emulsified Asphalt tack coat applied to each Bridge.

Replace the bullet that begins “Digital photographs documenting the existing...” with the following bullet:

- Digital photographs documenting the existing bridge deck surface, application of the Emulsified Asphalt tack coat, installation of the membrane, the completed membrane installation, ACP paving operations

00592.90 Payment - Add the following sentences to the end of the subsection:

No separate or additional payment will be made for Emulsified Asphalt tack coat, or primer.

Tack coat placed prior to paving courses are paid according to Section 00730.

SECTION 00610 - RECONDITIONING EXISTING ROADWAY

Comply with Section 00610 of the Standard Specifications.

SECTION 00640 - AGGREGATE BASE AND SHOULDERS

Comply with Section 00640 of the Standard Specifications.

SECTION 00641 - AGGREGATE SUBBASE, BASE, AND SHOULDERS

Comply with Section 00641 of the Standard Specifications.

SECTION 00730 - EMULSIFIED ASPHALT TACK COAT

Comply with Section 00730 of the Standard Specifications modified as follows:

00730.90 Payment - Replace this subsection, except for the subsection number and title, with the following:

No separate or additional payment will be made for Emulsified Asphalt tack coat.

SECTION 00740 - COMMERCIAL ASPHALT CONCRETE PAVEMENT (CACP)

Comply with Section 00740 of the Standard Specifications.

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SECTION 00744 - ASPHALT CONCRETE PAVEMENT

Comply with Section 00744 of the Standard Specifications modified as follows:

00744.11(a) Asphalt Cement - Add the following to the end of this subsection:

Provide PG64-22 grade asphalt cement for this Project.

00744.44(a)(2) Wearing Course - Replace the paragraph that begins "Construct longitudinal joints ..." with the following paragraph:

Construct longitudinal joints six inches from permanent lane markings, or as shown or directed.

00744.44(b) Drop-Offs - Replace the bullet that begins "Provide warning signs and markings..." with the following bullet:

- Provide warning signs and markings according to Sections 00221, 00222, 00224 and 00225 where abrupt or sloped edge drop-offs greater than 1 inch in height occur.

Add the following subsection:

00744.51 Opening Sections to Traffic - Schedule work so that, during the same shift, the surfaces being paved are paved full width and length through the top Base Course before opening to traffic. Traffic will be allowed on the top Base Course up to 28 Calendar Days.

Before beginning wearing Course paving operations, make repairs to the existing surface as directed. Payment for the repairs will be made according to 00195.20.

SECTION 00748 - ASPHALT CONCRETE PAVEMENT REPAIR

Comply with Section 00748 of the Standard Specifications.

SECTION 00810 - METAL GUARDRAIL

Comply with Section 00810 of the Standard Specifications modified as follows:

00810.13 Guardrail Anchors - Replace this subsection, except for the subsection number and title, with the following:

Furnish steel guardrail anchors according to Section 02820.

00810.15(a) Wood Posts - Replace this subsection, except for the subsection number and title, with the following:

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Use only structurally sound and treated wood posts, free from damage that would affect their strength and durability. Do not incorporate into the Work any post damaged to the extent that untreated wood is exposed.

It is estimated that 0% of the existing wood guardrail posts may be reused and incorporated into new guardrail work.

00810.41 Excavation and Backfill - Add the following paragraph to the end of this subsection:

Hand dig guardrail post holes or use other non-invasive methods when posts are located within 48 inches surrounding the outside dimension of all sides of underground utilities or structures.

SECTION 00812 - ADJUSTING AND REPAIRING GUARDRAIL

Comply with Section 00812 of the Standard Specifications.

SECTION 00850 - COMMON PROVISIONS FOR PAVEMENT MARKINGS

00850.30 Manufacturer's Representative - Replace this subsection, except for the subsection number and title, with the following:

For Sections referencing 00850.30, the services of a manufacturer's representative are not required. Place pavement markings only when the pavement is ready for the pavement marking material according to the manufacturer's installation instructions.

SECTION 00855 - PAVEMENT MARKERS

Comply with Section 00855 of the Standard Specifications.

SECTION 00860 - LONGITUDINAL PAVEMENT MARKINGS - PAINT

Comply with Section 00860 of the Standard Specifications modified as follows:

00860.45 Installation - Replace this subsection, except for the subsection number and title, with the following:

Apply painted longitudinal pavement markings as follows:

- Apply one application at thickness of 15 mils wet, equivalent to 17 gallons per mile for a 4 inch wide solid stripe.

2024 Pike Road Bridge Superstructure Replacement

- Apply reflective elements at a minimum rate of 5 pounds per gallon of paint. Embed by means of wicking, a minimum of 80 percent of the reflective elements in the paint to a minimum depth of 50 percent of their diameter.

Minimum initial retroreflectivity shall be:

- White - 250 mcd/m²/lx
- Yellow - 200 mcd/m²/lx

SECTION 00940 - SIGNS

Comply with Section 00940 of the Standard Specifications modified as follows:

00940.46 Inspection - Replace this subsection, except for the subsection number and title, with the following:

The Engineer will inspect signs at the fabrication shop or at the Project Site or both. Inspection will be for conformance to the Plans and Specifications, for conformance to nighttime visibility, and for rejectable defects. Rejectable defects include scratches, scuffs, tears, or any defect that impacts reflectiveness, readability, or performance. Signs not meeting inspection criteria are to be replaced at no additional cost to the Agency. The Contractor's expense for sign inspection will be according to 00165.91.

00940.47 Sign Erecting - Replace the paragraph that begins "When signs are installed on supports..." with the following paragraph:

When signs are installed on supports 10 feet or less from the edge of guardrail, curb, or Shoulder, set them to reflect 0 to 3 degrees away from traffic. When signs are installed on supports more than 10 feet from the edge of guardrail, curb or Shoulder, set them to reflect 0 to 3 degrees toward traffic.

SECTION 02001 - CONCRETE

Comply with Section 02001 of the Standard Specifications modified as follows:

02001.02 Abbreviations and Definitions:

Add the following definition:

Lightweight Concrete - Structural concrete having a specified density using lightweight Aggregates.

Replace the sentence that begins "**Pozzolans** - Fly ash, silica fume..." with the following sentence:

Pozzolans - Fly ash, natural Pozzolans, silica fume, and high-reactivity Pozzolans.

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Replace the sentence that begins “**Supplementary Cementitious Materials** - Fly ash, silica fume...” with the following sentence:

Supplementary Cementitious Materials - Pozzolans and ground granulated blast furnace slag.

02001.15(a) Current Mix Designs - Replace this subsection, except for the subsection number and title, with the following:

Mix designs that meet the requirements for the specified class of concrete and are currently being used or have been used within the past 24 months on any project, public or private, may be submitted for review. Provide individual test results that comprise the average if more than one data point exists. For paving designs the flexural strength testing must be from within the last two years. For HPC designs the length change and permeability tests must be from within the last two years.

02001.15(b)(1) Trial Batch Plastic Properties - Replace this subsection, except for the subsection number and title, with the following:

For each trial batch, test according to the following test methods:

Test	Test Method
Sampling Fresh Concrete	WAQTC TM 2
Concrete Temperature	AASHTO T 309
Slump	AASHTO T 119 ¹
Air Content	AASHTO T 152 or T 196 ²
Density	AASHTO T 121
Yield	AASHTO T 121
Molding Concrete Specimens	AASHTO T 23 or R 39 ³
Water Cement Ratio	⁴

- ¹ For drilled shaft concrete test the slump retention by subsequent tests at 60 minute intervals for the duration of the estimated drilled shaft placement. Report in table or graphical format.
- ² Use AASHTO T 196 for lightweight concrete.
- ³ Cast cylinders in single use plastic molds.
- ⁴ Use ODOT's Field Operating Procedure for AASHTO T 121 in the MFTP.

02001.15(c)(10) Plastic Concrete Tests – Replace the bullet that begins “Initial slump test result and subsequent...”

- Initial slump test results and subsequent results at 60-minute intervals, verifying a minimum slump of 4 inches is maintained for the total time estimated for drilled shaft placement, including temporary casing extraction. Report data in a table or graph format.

02001.15(c)(12) Strength Analysis - Replace this subsection, with the following subsection:

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02001.15(c)(12) Documentation of Average Compressive Strength - Provide an analysis, showing applicable data and calculations for documentation of average compressive strength according to ACI 301.

02001.20(a) Strength - Replace Table 2001-1 with the following Table 2001-1:

Table 02001-1

Concrete Strength and Water/Cementitious Material (w/cm) Ratio		
Type of Concrete	Strength f'_c (psi)	Maximum w/cm Ratio
Structural	3300	0.50
	3300 (Seal)	0.45
	4000	0.48
	4000 (Drilled Shaft)	
	HPC4500	0.40
	HPC(IC)4500	
	5000 +	
Paving	4000	0.44
PPCM's (with cast-in-place decks and no entrained air)	5000	0.48
	5500	0.44
	6000 +	0.42

02001.20(a)(1) Required Average Compressive Strength (f'_{cr}) - Replace this subsection, except for the subsection number and title, with the following:

Except for PPCM designs, provide the required average compressive strength according to ACI 301 for mix design approval.

02001.30(e)(1) HPC Coarse Aggregate Content - Delete the paragraph that begins "Two or more Aggregate products or sources..."

Add the following subsection:

02001.50(d) Concrete Strength Testing Technician (CSTT):

- Receive concrete test cylinders
- Record data
- Strip cylinders
- Store cylinders

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- Test cylinders
- Record test data
- Report test data

SECTION 02015 – PORTLAND CEMENT CONCRETE REPAIR MATERIAL

Comply with Section 02015 of the Standard Specifications modified as follows:

Add the following subsection:

02015.60 Portland Cement Concrete Repair, Resurfacers - Furnish PCC resurfacers from the QPL.

SECTION 02030 – SUPPLEMENTARY CEMENTITIOUS MATERIALS

Comply with Section 02030, of the Standard Specifications modified as follows:

02030.00 Scope - Replace this subsection, except for the subsection number and title, with the following:

This Section includes the requirements for fly ash, natural pozzolans, silica fume, ground granulated blast furnace slag and high reactivity pozzolans used in portland cement concrete.

02030.10 Fly Ash - Replace this subsection, except for the subsection number and title, with the following:

Furnish Class C and Class F fly ash from the QPL and conforming to AASHTO M 295 (ASTM C618).

Add the following subsection:

02030.15 Natural Pozzolans - Furnish Class N natural pozzolans from the QPL and conforming to AASHTO M 295 (ASTM C618).

02030.50 Metakaolin - Replace this subsection with the following:

02030.50 High Reactivity Pozzolans - Furnish high-reactivity pozzolans from the QPL and conforming to AASHTO M 321.

SECTION 02050 - CURING MATERIALS

Comply with Section 02050 of the Standard Specifications modified as follows:

02050.10 Liquid Compounds - Replace the paragraph that begins "Furnish liquid membrane-forming curing..." with the following paragraph:

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Furnish liquid membrane-forming curing compounds from the QPL and meeting the requirements of ASTM C309. Before use, submit a one quart sample from each lot for testing. Samples will be tested according to ODOT TM 721. Samples are not required for curing compounds used on Commercial Grade Concrete.

SECTION 02320 - GEOSYNTHETICS

Comply with Section 02320 of the Standard Specifications modified as follows:

02320.10(a)(1) Geotextiles - Add the following bullet to the beginning of the bullet list:

- QPL approved for the intended application.

02320.10(b) Acceptance Requirements - Replace this subsection with the following subsection:

02320.10(b) Identification - Identify geotextiles by the product name printed directly on the geotextile by the Manufacturer. For all other geosynthetics and when geotextiles are not marked with a product name, identify geosynthetics by the product label attached to the original packaging or the geosynthetic itself by the Manufacturer.

Allow the Engineer to visually verify geosynthetic products before installation. Open packaged geosynthetics before use in the presence of the Engineer to confirm the correct product. Geotextile rolls without the product name printed on the geotextile or the product label affixed to the geotextile or roll core by the Manufacturer will be rejected. Any other geosynthetics that are unwrapped, missing original packaging or previously opened may not be used unless approved by the Engineer.

02320.10(c)(1) Geotextiles - Replace this subsection, except for the subsection number and title, with the following:

Geotextile products listed in the QPL that are identified as "NTPEP listed" in the remarks column have been approved based on participation in the AASHTO National Transportation Product Evaluation Program (NTPEP) and test data from the program. Manufacturer's test certification is not required for NTPEP listed geotextiles from the QPL. For other geotextiles, include the following unless directed otherwise:

- QPL product category and proposed project application.
- Product name printed directly on the geotextile by the Manufacturer. For geotextiles that are not marked with a product name, provide geotextile with product label attached to the geotextile or original packaging by the Manufacturer.
- Manufacturer's name, lot number, roll number, production facility address, and full product information (style, brand, name, etc.).
- Chemical composition of filaments and yarns, including polymer(s) used.
- Minimum average roll values for each of the specified properties from the same lot of geotextiles as the delivered material.

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SECTION 02510 - REINFORCEMENT

Comply with Section 02510 of the Standard Specifications modified as follows:

02510.11(c) Coated Reinforcement Ties and Supports - Replace this subsection, except for the subsection number and title, with the following:

Ties and supports for coated reinforcement, including ties for coated to uncoated reinforcement connections, shall be nonmetallic coated.

SECTION 02530 - STRUCTURAL STEEL

Comply with Section 02530 of the Standard Specifications modified as follows:

02530.10 Structural Steel for Bridges - Replace this subsection, except for the subsection number and title, with the following:

Structural steel for Bridges shall conform to the following, as shown or specified:

- AASHTO M 270, Grade 36 (ASTM A709, Grade 36)
- AASHTO M 270, Grade 50 (ASTM A709, Grade 50)
- AASHTO M 270, Grade 50W (ASTM A709, Grade 50W)
- AASHTO M 270, Grade HPS 70 (ASTM A709 Grade HPS 70)
- AASHTO M 270, Grade HPS 70W (ASTM A709 Grade HPS 70W)

Impact test requirements, for both non-fracture-critical tension components (T), and fracture-critical tension components (F), are to be according to Zone 2 requirements of AASHTO M 270 Tables 11 and 12, respectively.

SECTION 02560 - FASTENERS

Comply with Section 02560 of the Standard Specifications modified as follows:

02560.30(b) High Strength Tie Rods, Anchor Bolts and Anchor Rods - Add the following paragraph to the end of this subsection:

End stamp all ASTM F1554, Grade 105 according to ASTM F1554 Supplementary Requirements S2 and S3. If the end of the bolt is to be embedded in concrete, the projecting end from the concrete shall be the marked end.

SECTION 02690 - PCC AGGREGATES

Comply with Section 02690 of the Standard Specifications modified as follows:

02690.20(a) Harmful Substances - In the paragraph that begins "Material passing No. 200 sieve...", replace the words "T 11" with the words "T 27 / T 11".

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02690.20(e) Grading and Separation by Sizes for Prestressed Concrete - Replace this subsection with the following subsection:

02690.20(e) Grading and Separation by Sizes - Sampling shall be according to AASHTO R 90. Sieve analysis shall be according to AASHTO T 27 and AASHTO T 11. Provide aggregates meeting the gradation requirements of Table 02690-1 for structural concrete. Provide a CAgT to perform sampling and testing when required.

Table 02690-1
Gradation of Coarse Aggregates
Percent passing (by Weight)

Size Number	Nominal Size Square Openings	Sieve Size											
		(2½ in.)	(2 in.)	(1½ in.)	(1 in.)	(¾ in.)	(½ in.)	(¾ in.)	(No. 4)	(No. 8)	(No. 16)	(No. 50)	(No. 200)
3	(2 to 1 in.)	100	90 to 100	35 to 70	0 to 15	—	0 to 5	—	—	—	—	—	**
357*	(2 in. to No. 4)	100	95 to 100	—	35 to 70	—	10 to 30	—	0 to 5	—	—	—	**
4	(1½ to ¾ in.)	—	100	90 to 100	20 to 55	0 to 15	—	0 to 5	—	—	—	—	**
467*	(1½ to No. 4)	—	100	95 to 100	—	35 to 70	—	10 to 30	0 to 5	—	—	—	**
5	(1 to ½ in.)	—	—	100	90 to 100	20 to 55	0 to 10	0 to 5	—	—	—	—	**
56	(1 to ¾ in.)	—	—	100	90 to 100	40 to 85	10 to 40	0 to 15	0 to 5	—	—	—	**
57	(1 to No. 4)	—	—	100	95 to 100	—	25 to 60	—	0 to 10	0 to 5	—	—	**
6	(¾ to ¾ in.)	—	—	—	100	90 to 100	20 to 55	0 to 15	0 to 5	—	—	—	**
67	(¾ to No. 4)	—	—	—	100	90 to 100	—	20 to 55	0 to 10	0 to 5	—	—	**
68	(¾ to No. 8)	—	—	—	100	90 to 100	—	30 to 65	5 to 25	0 to 10	0 to 5	—	**
7	(½ to No. 4)	—	—	—	—	100	90 to 100	40 to 70	0 to 15	0 to 5	—	—	**
78	(½ to No. 8)	—	—	—	—	100	90 to 100	40 to 75	5 to 25	0 to 10	0 to 5	—	**
8	(¾ to No. 8)	—	—	—	—	—	100	85 to 100	10 to 30	0 to 10	0 to 5	—	**
89	(¾ to No. 16)	—	—	—	—	—	100	90 to 100	20 to 55	5 to 30	0 to 10	0 to 5	**

* Use two or more separated sizes which when combined meet these gradation limits.

** See 02690.20(a). Do Not evaluate material passing the No. 200 sieve according to 00165.40.

02690.20(f) Grading and Separation by Sizes for Other Concrete - Delete this subsection.

02690.30(b) Harmful Substances - In the paragraph that begins “Material passing No. 200 sieve...”, replace the words “T 11” with the words “T 27 / T 11”.

02690.30(g) Grading - In the paragraph that begins “Sampling shall be according to...”, replace the words “AASHTO T 2” with the words “AASHTO R 90”.

SECTION 02910 - SIGN MATERIALS

Comply with Section 02910 of the Standard Specifications modified as follows:

02910.33(a) General - Replace this subsection, except for the subsection number and title, with the following:

Permanent legends consist of white retroreflective screened, red retroreflective screened, black screened or cut-out white retroreflective sheeting. The letters and numerals of all

2024 Pike Road Bridge Superstructure Replacement

permanent legends shall conform to the design of the FHWA Standard Rounded Capital Letter Alphabets.

Add following subsection:

02910.50 Digitally Printed Signs, Temporary - Temporary traffic control signs may use digitally printed signs from an integrated engineered match component system on the QPL and applied to furnished substrate according to 00222.10(b).

2024 Pike Road Bridge Superstructure Replacement

Yamhill County Public Works

January 2024

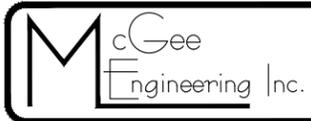
SHEET LIST TABLE

SHEET NUMBER	SHEET TITLE
1	Title Sheet
2	General Notes
3	Site Plan
4	Typical Roadway Sections - 1
5	Typical Roadway Sections - 2
6	Road Profile
7	Existing Plan, Elevation, & Section
8	Proposed Plan, Elevation, & Section
9	West Guardrail Details
10	East Guardrail Details
11	Slab Details
12	Bearing Details
13	Detour Plan
14	Closure Site Details
15	Sign Details

REFERENCED STANDARD DRAWINGS AND DETAILS

BR226	2-Tube Side Mount Rail
BR230	2-Tube Side Mount Rail Transition
BR415	21" Precast Prestressed Slab
BR445	Precast Prestressed Box and Slab Details
RD402	Midwest Guardrail System Types
RD403	Midwest Guardrail System Wood Post and Block
RD404	Midwest Guardrail System Steel Post and Block
RD406	Placement of Guardrails on Slopes
RD407	Midwest Guardrail System W-Beam
RD409	Thrie Beam Guardrail
RD410	Thrie Beam Guardrail Transition
RD416	Midwest Guardrail System Standard Hardware
RD417	Midwest Guardrail System End Sections
RD419	Midwest Guardrail System Grading for Terminals
RD420	Midwest Guardrail System Non-Flared Energy-Absorbing Terminal
RD450	Guardrail Anchors
RD482	Midwest Guardrail System Type 3
RD610	Asphalt Concrete Pavement Details
RD615	Surface Edge Details
TM800	Tables, Abrupt Edge and PCMS Details
TM820	Temporary Barricades
TM821	Temporary Sign Supports
TM822	Temporary Sign Supports
TM850	2-Lane, 2-Way Roadways
TM855	2-Lane, 2-Way Roadways
DET1455	Bridge Rail End Protection

Rev	Description	By	Date
△	Sheet 6	DJO	12/21/2023



P.O. Box 1067
Corvallis, OR 97339
Phone: (541) 757-1270
Fax: (541) 758-6585

Measures one inch on original drawing.
Adjust scales accordingly.

REGISTERED PROFESSIONAL
ENGINEER
103619PE

OREGON
SEPTEMBER 12, 2023
DEREK JOHN OJUA

RENEWS: 12/31/2024

Yamhill County Public Works	
<i>2024 Pike Road Bridge Superstructure Replacement</i>	
Title Sheet	
Designed: <i>D. Ojua</i>	Date: <i>12/14/2023</i>
Checked: <i>A. Dunn</i>	Sheet <i>1</i> of <i>15</i>

GENERAL NOTES

Provide materials and perform work according to the 2021 Oregon Standard Specifications for Construction.

Bridge is designed in accordance with the 9th Edition of the AASHTO LRFD Bridge Design Specifications with an allowance of 40 psf for future wearing surface and the following Live Loads.

Service and Strength-I Limit States:

HL-93: Design truck (or trucks per LRFD 3.6.1.3) or the design tandems and the design lane load

Strength-II Limit State:

ODOT Type STP-5BW Permit Truck

ODOT Type STP-4E Permit Truck

Seismic design is performed in accordance with the 9th Edition of the AASHTO LRFD Bridge Design as modified by the ODOT Bridge Design and Drafting Manual.

Seismic Performance Criteria	Earthquake Return Period (yrs.)	Mapped Hazard Values			Site Class	Design Hazard Values		
		PGA	S _s	S ₁		A _s	S _{DS}	S _{D1}
Life Safety	1000	0.275	0.67	0.30	C	0.323	0.737	0.45

Provide reinforcing steel according to ASTM Specification A706 Grade 60, or AASHTO M31 (ASTM A615) Grade 60. Field bent bars shall be produced in accordance with ACI 301 Section 3.3.2.8. Use the following splice lengths (unless shown otherwise).

Reinforcing Splice Lengths (Class B) Grade 60 f'c=4.0 ksi										
Bar Size	#3	#4	#5	#6	#7	#8	#9	#10	#11	#14 & #18
Uncoated	1'-4"	1'-8"	2'-0"	2'-6"	2'-10"	3'-2"	3'-8"	4'-0"	4'-4"	Not Permitted
Coated	1'-6"	2'-0"	2'-6"	2'-10"	3'-4"	3'-10"	4'-4"	4'-10"	5'-2"	Not Permitted

Increase splice lengths 40% for horizontal or nearly horizontal bars placed so that more than 12" of fresh concrete is cast below the bar.

Provide concrete and prestressing steel in precast prestressed box beams according to detail plans.

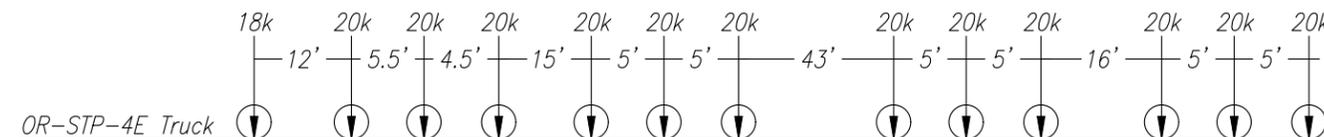
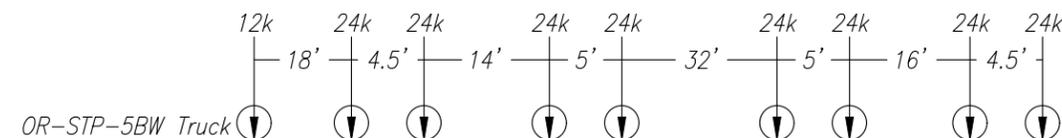
Provide structural steel meeting the following material requirements:

Dowels	ASTM A36	Bolts	ASTM F3125 Grade A325 (Galvanized)
Angles & Plates	ASTM A36	Nuts	ASTM A563 Grade DH (Galvanized)
Drainage Angle Bolts	ASTM A307	Washers	ASTM F436 (Galvanized)
Threaded Rods	ASTM F1554 Grade 36 (Galvanized)		

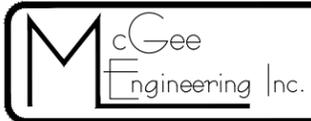
Field repair all damaged galvanized coatings with cold galvanizing spray.

No crane surcharge loads shall be permitted within 15' of the existing abutments or wingwalls without providing stamped plans and calculations for temporarily supporting the abutment and wingwalls during loading.

PERMIT TRUCK DIAGRAMS



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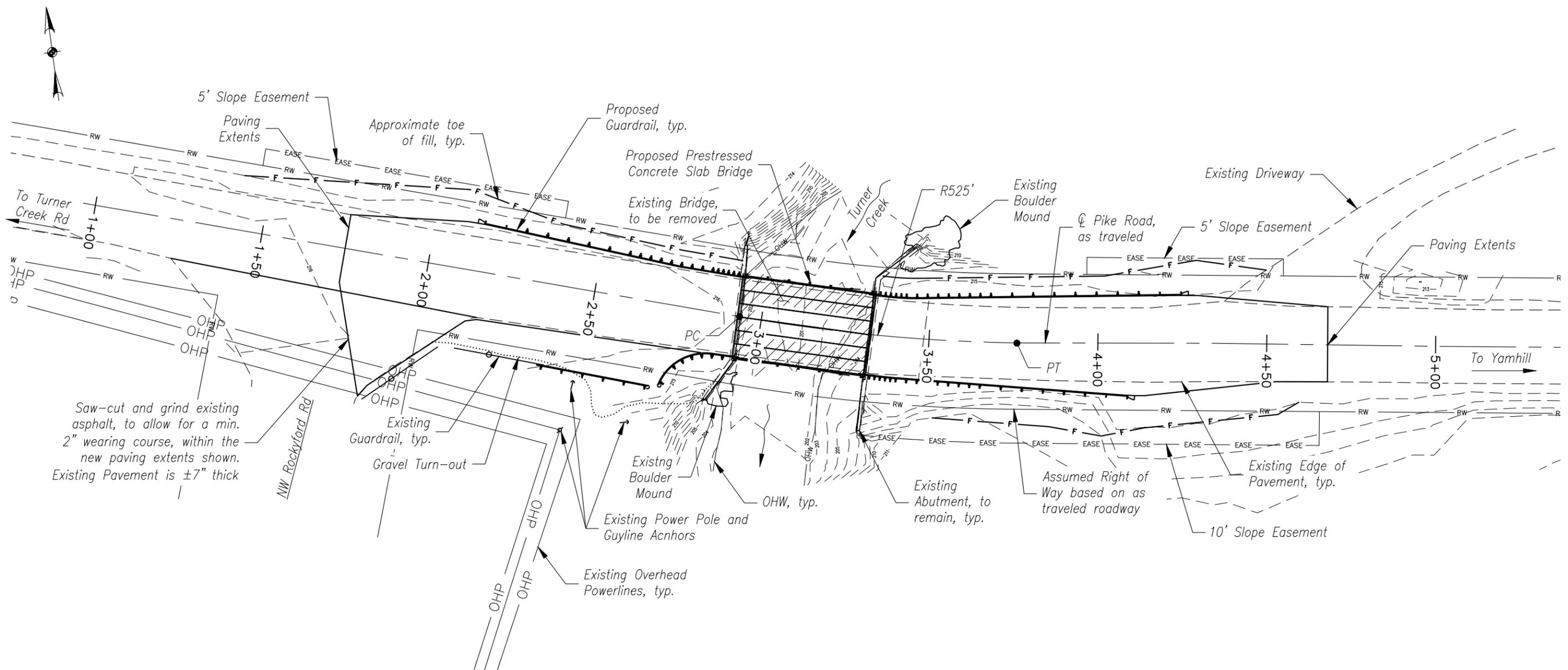
Measures one inch on original drawing.
Adjust scales accordingly.

REGISTERED PROFESSIONAL
ENGINEER
103619PE

OREGON
SEPTEMBER 12, 2023
DEREK JOHN OJUA

RENEWS: 12/31/2024

Yamhill County Public Works	
2024 Pike Road Bridge Superstructure Replacement	
General Notes	
Designed: D. Ojua	Date: 12/14/2023
Checked: A. Dunn	Sheet 2 of 15



Plan
Scale: 1" = 30'

NOTE: Elevations are referenced to NAVD 88 and were established by AKS Engineering and Forestry.

--- Existing Contour

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 DEREK JOHN OJUA
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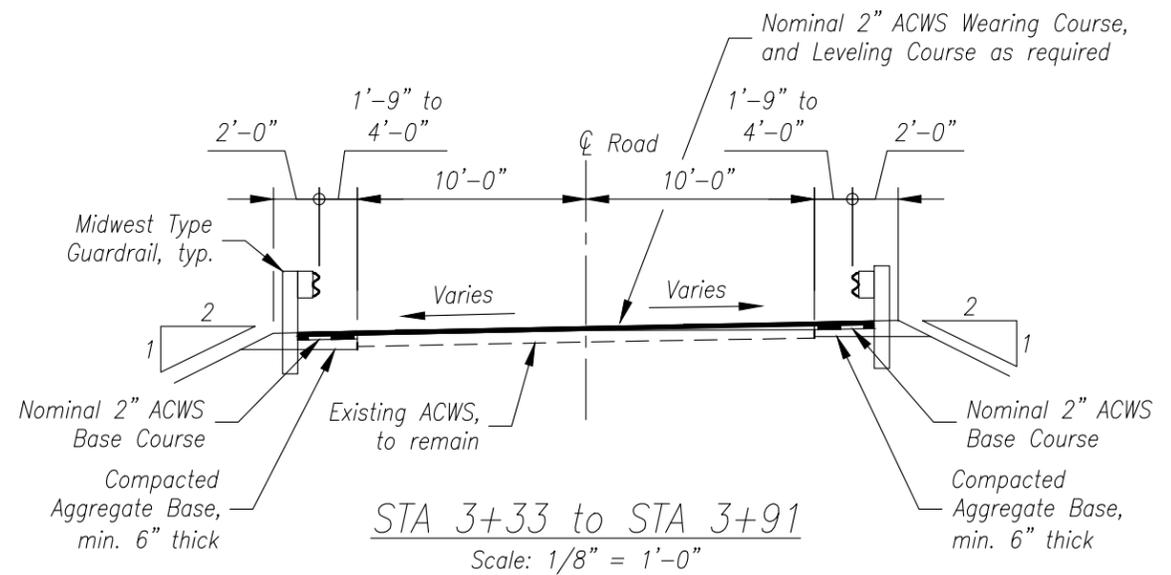
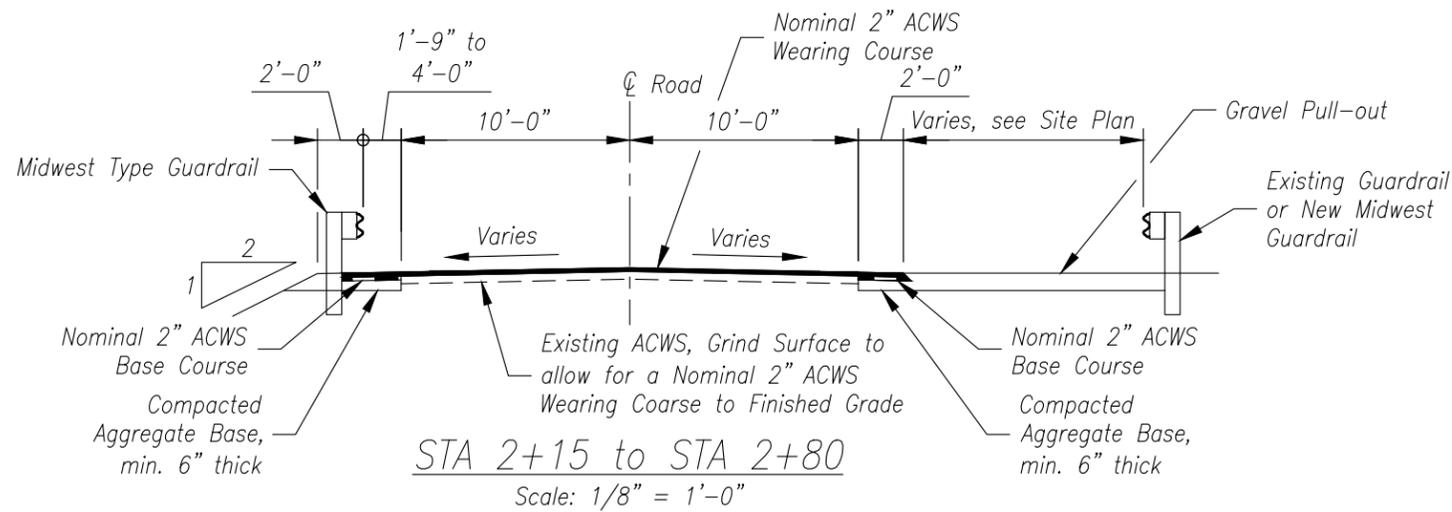
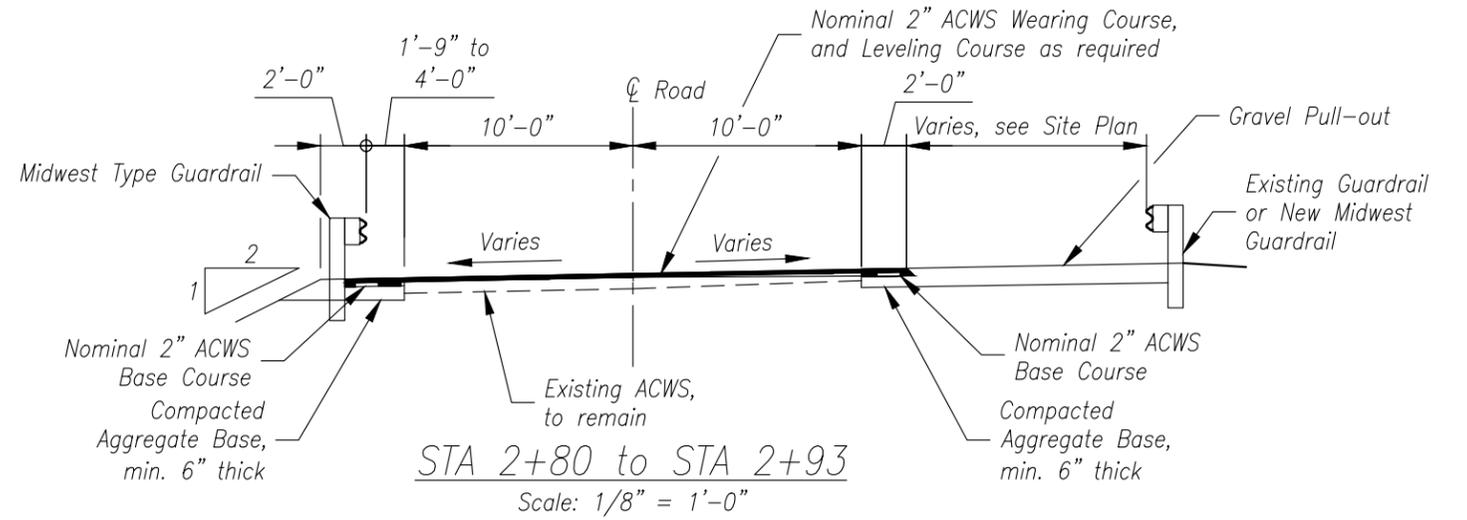
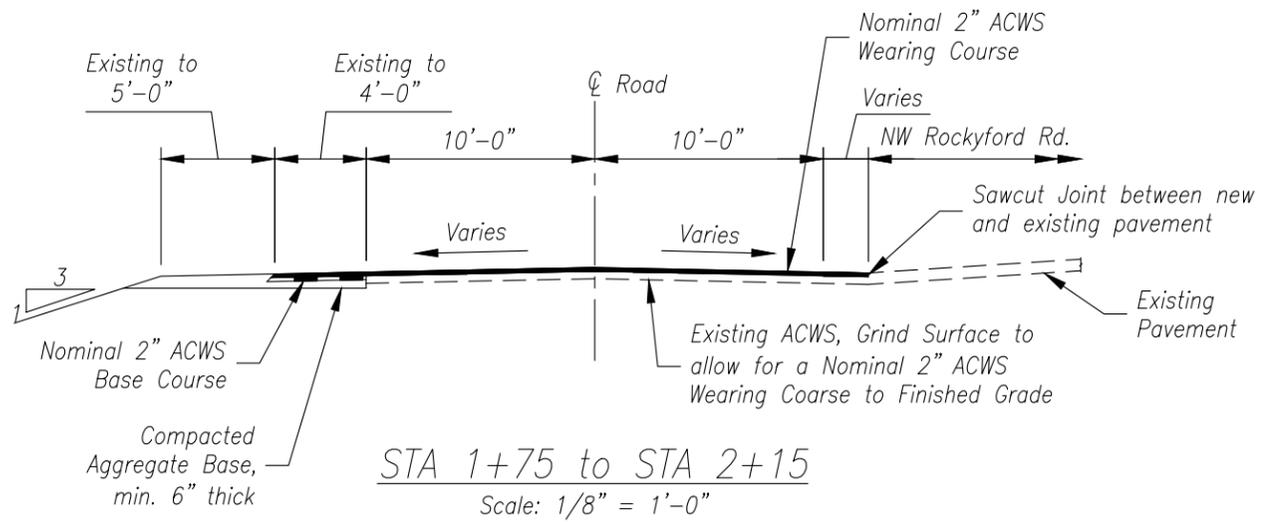
Yamhill County Public Works

2024 Pike Road Bridge
 Superstructure Replacement

Site Plan

Designed: D. Ojua Date: 12/14/2023
 Checked: A. Dunn Sheet 3 of 15

Measures one inch on original drawing.
 Adjust scales accordingly.



Notes:
 See Sheets 3, 9, and 10, as well as RD406, RD419, and RD442 for details not shown.
 Shoulder Grading to be constructed from compacted aggregate base.

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 Adjust scales accordingly.

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OREGON
 SEPTEMBER 12, 2023
 DEREK JOHN OJUA

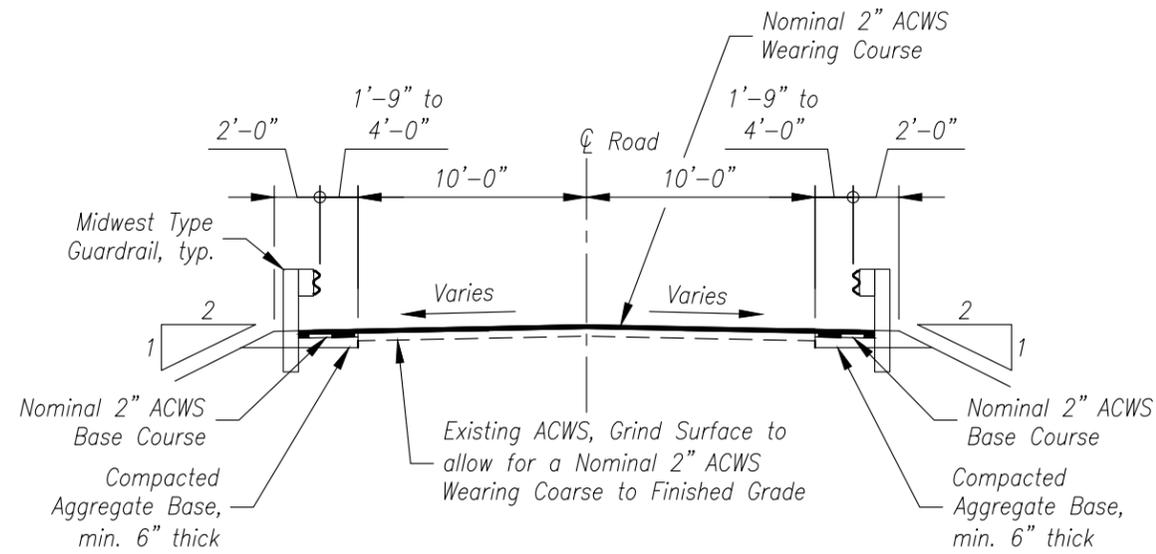
RENEWS: 12/31/2024

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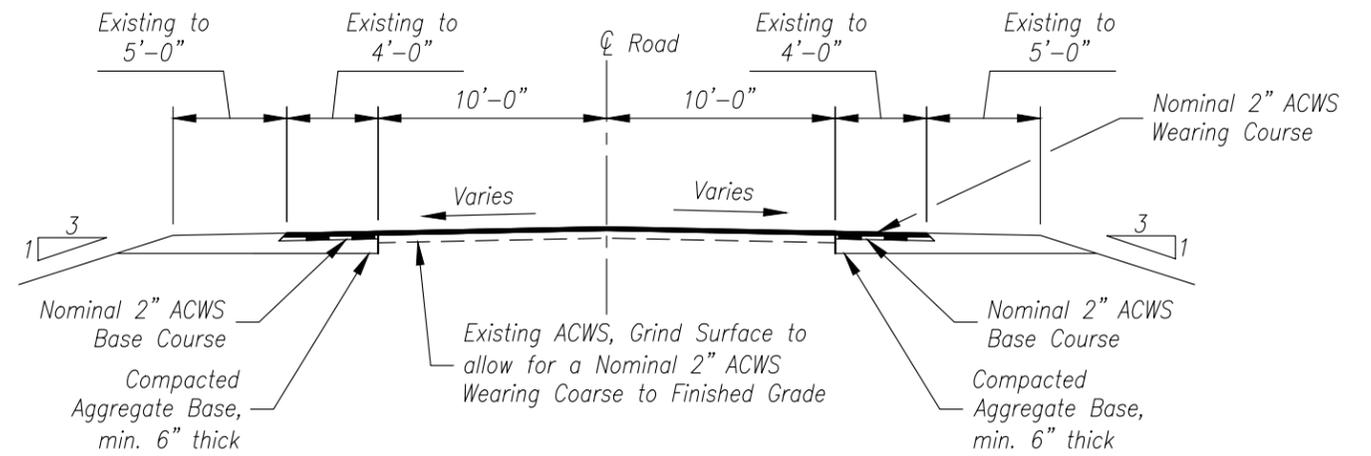
2024 Pike Road Bridge Superstructure Replacement

Typical Roadway Sections - 1

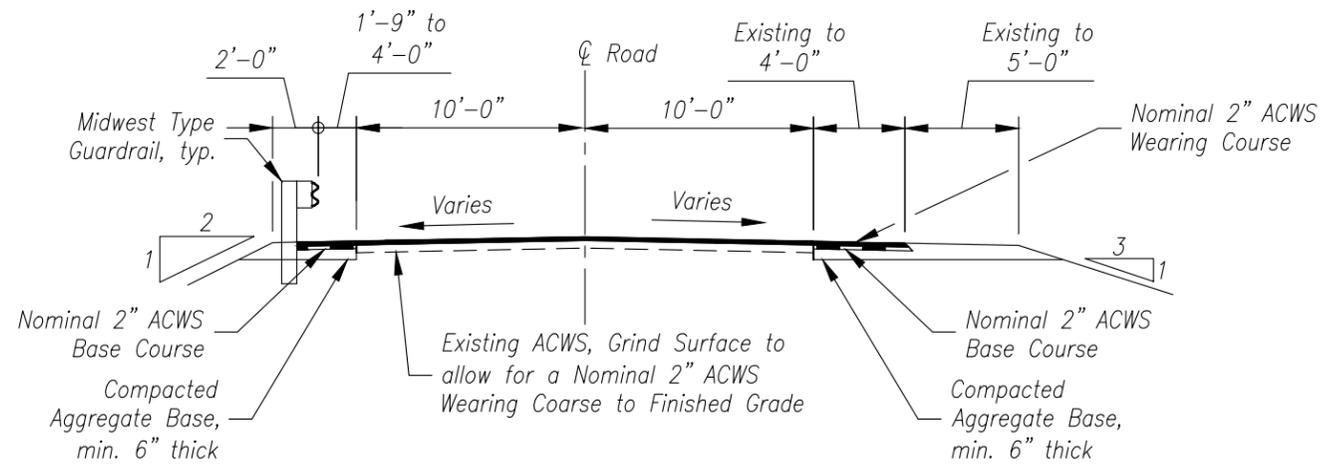
Designed: D. Ojua Date: 12/14/2023
 Checked: A. Dunn Sheet 4 of 15



STA 3+91 to STA 4+11
Scale: 1/8" = 1'-0"



STA 4+27 to STA 4+68
Scale: 1/8" = 1'-0"



STA 4+11 to STA 4+27
Scale: 1/8" = 1'-0"

Notes:
See Sheets 3, 9, and 10, as well as RD406, RD419, and RD442 for details not shown.
Shoulder Grading to be constructed from compacted aggregate base.

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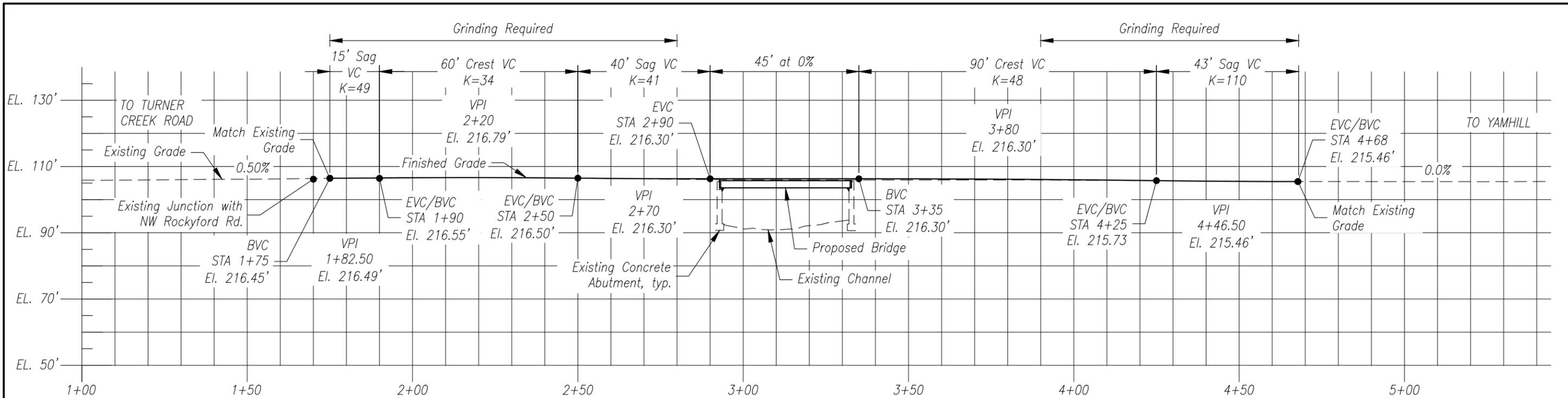
RENEWS: 12/31/2024

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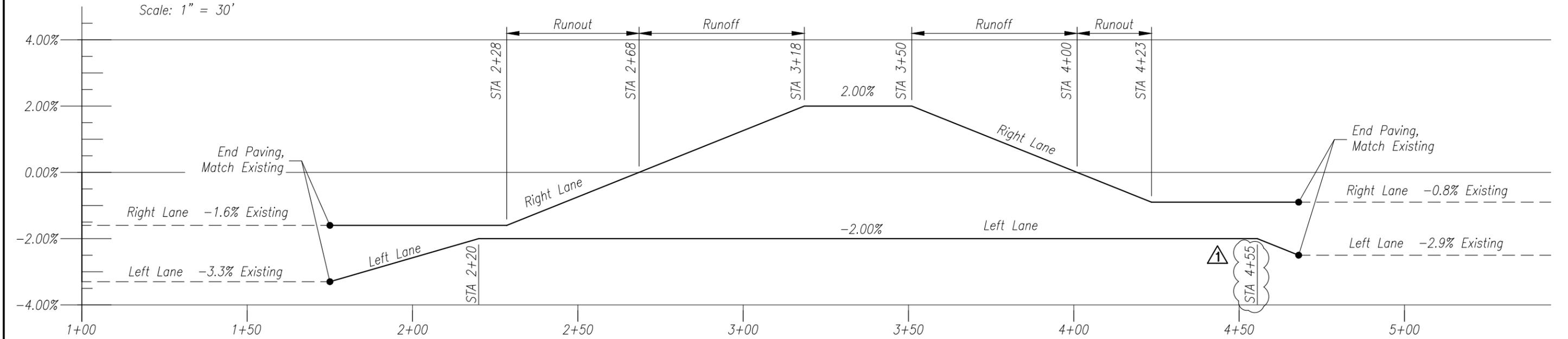
2024 Pike Road Bridge Superstructure Replacement

Typical Roadway Sections - 2

Designed: D. Ojua Date: 12/14/2023
Checked: A. Dunn Sheet 5 of 15



Road Profile
Scale: 1" = 30'



Superelevation Diagram
Horizontal Scale: 1" = 30'

Note:
Existing Superelevations are approximate. Field Verify and provide smooth transition between existing and new pavements.

Rev	Description	By	Date
⚠	Corrected Stationing	DJO	12/21/2023

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OREGON
SEPTEMBER 12, 2023
DEREK JOHN OJUA

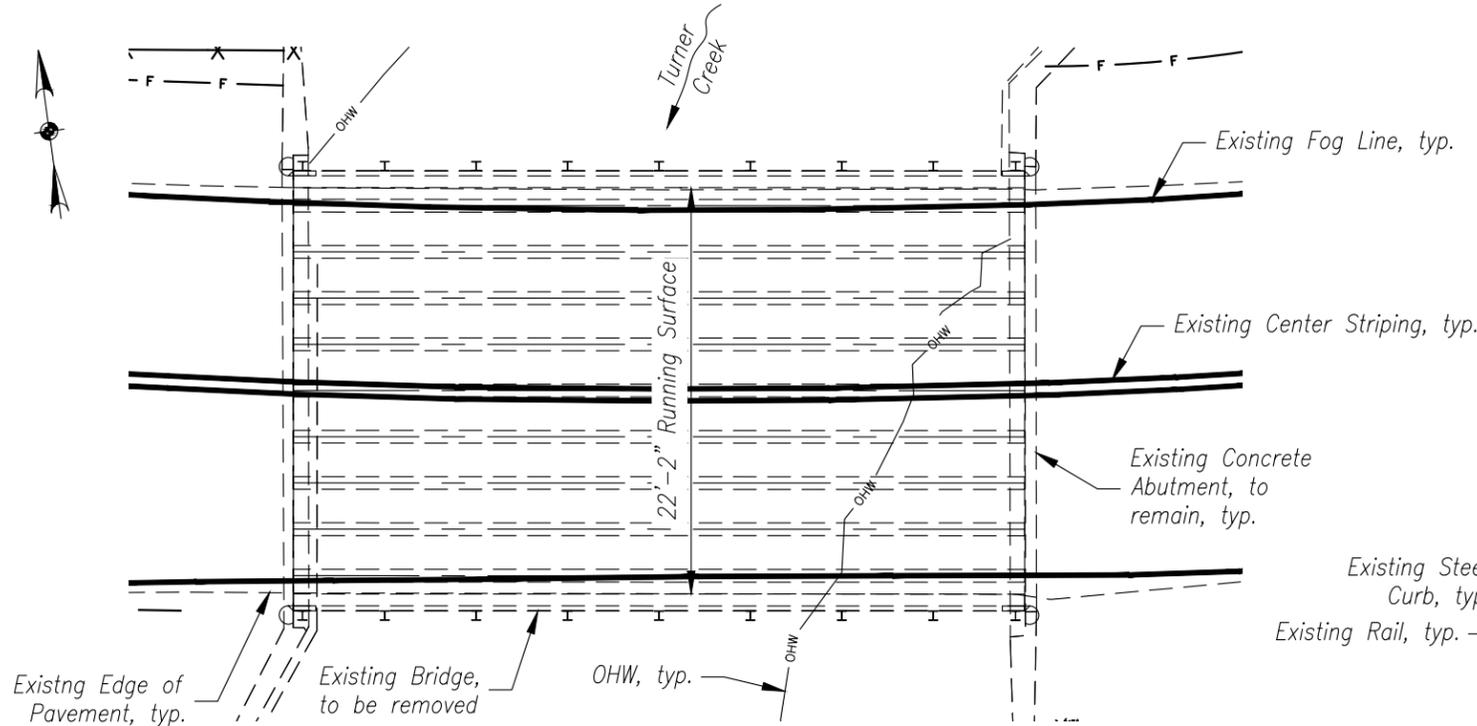
RENEWS: 12/31/2024

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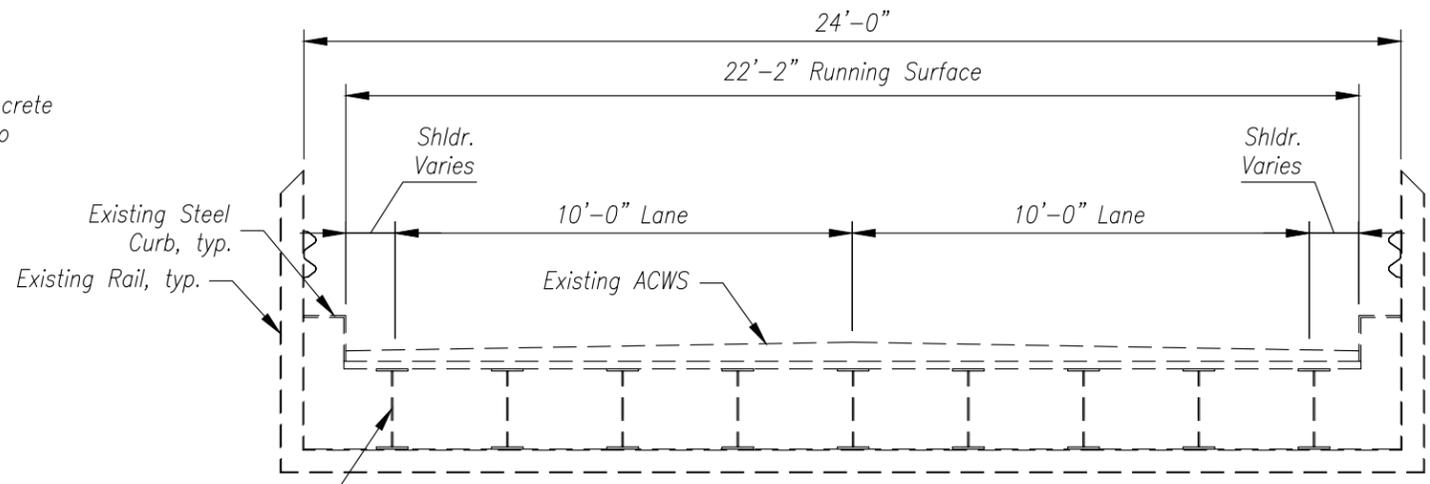
2024 Pike Road Bridge
Superstructure Replacement

Road Profile

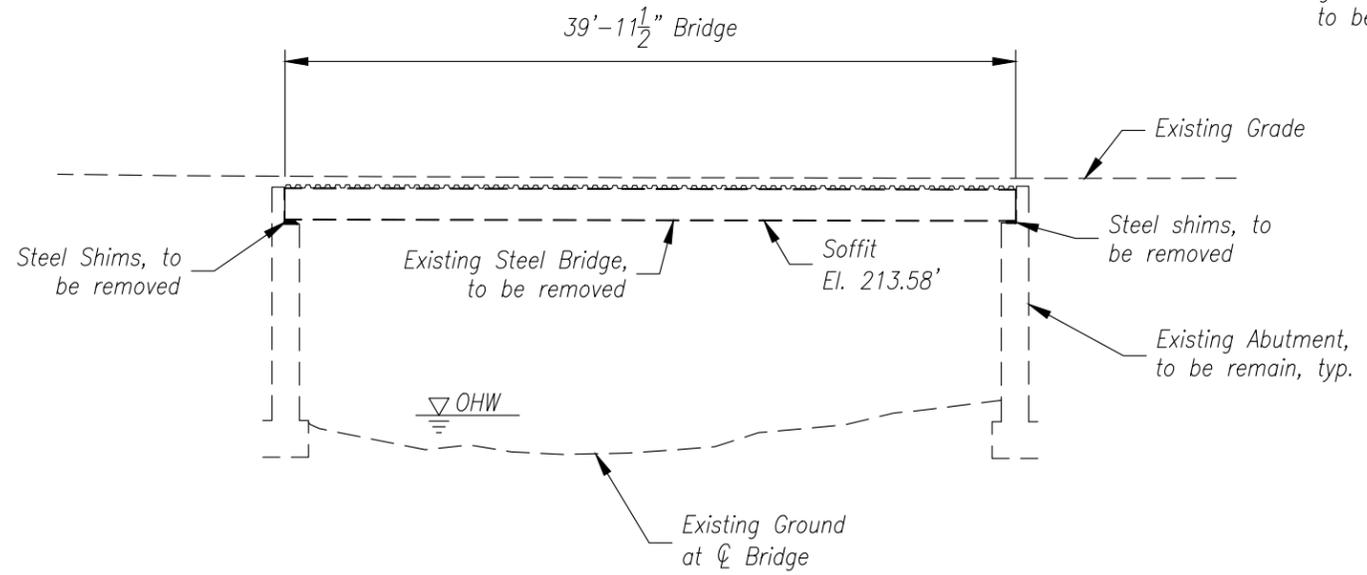
Designed: D. Ojua Date: 12/14/2023
Checked: A. Dunn Sheet 6 of 15



Plan
Scale: 1" = 10'



Section
Scale: 1/4" = 1'-0"



Elevation
Scale: 1" = 10'

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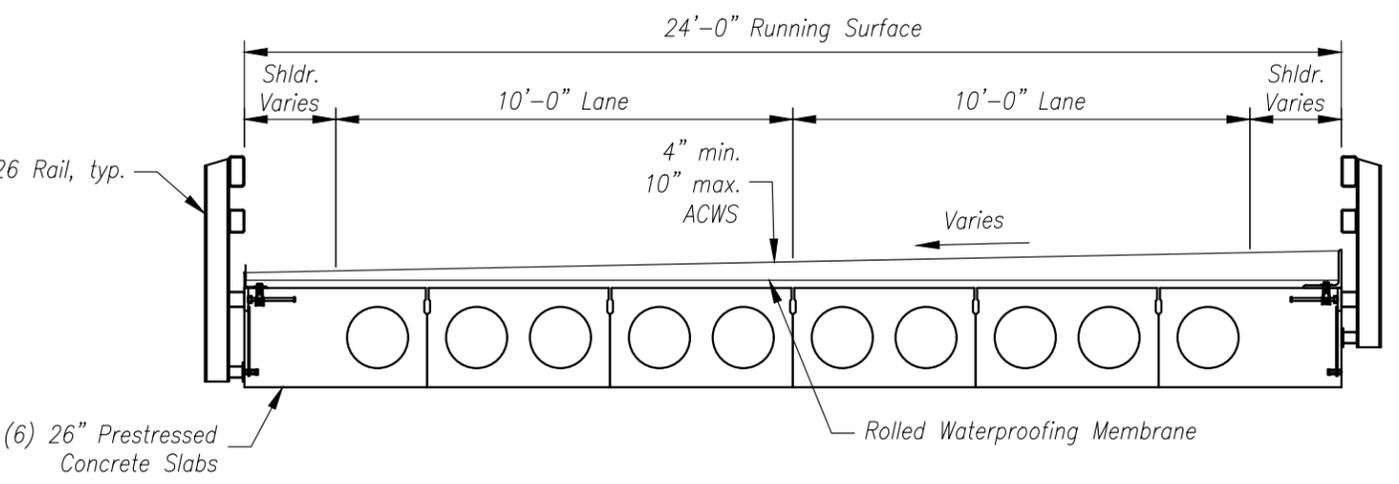
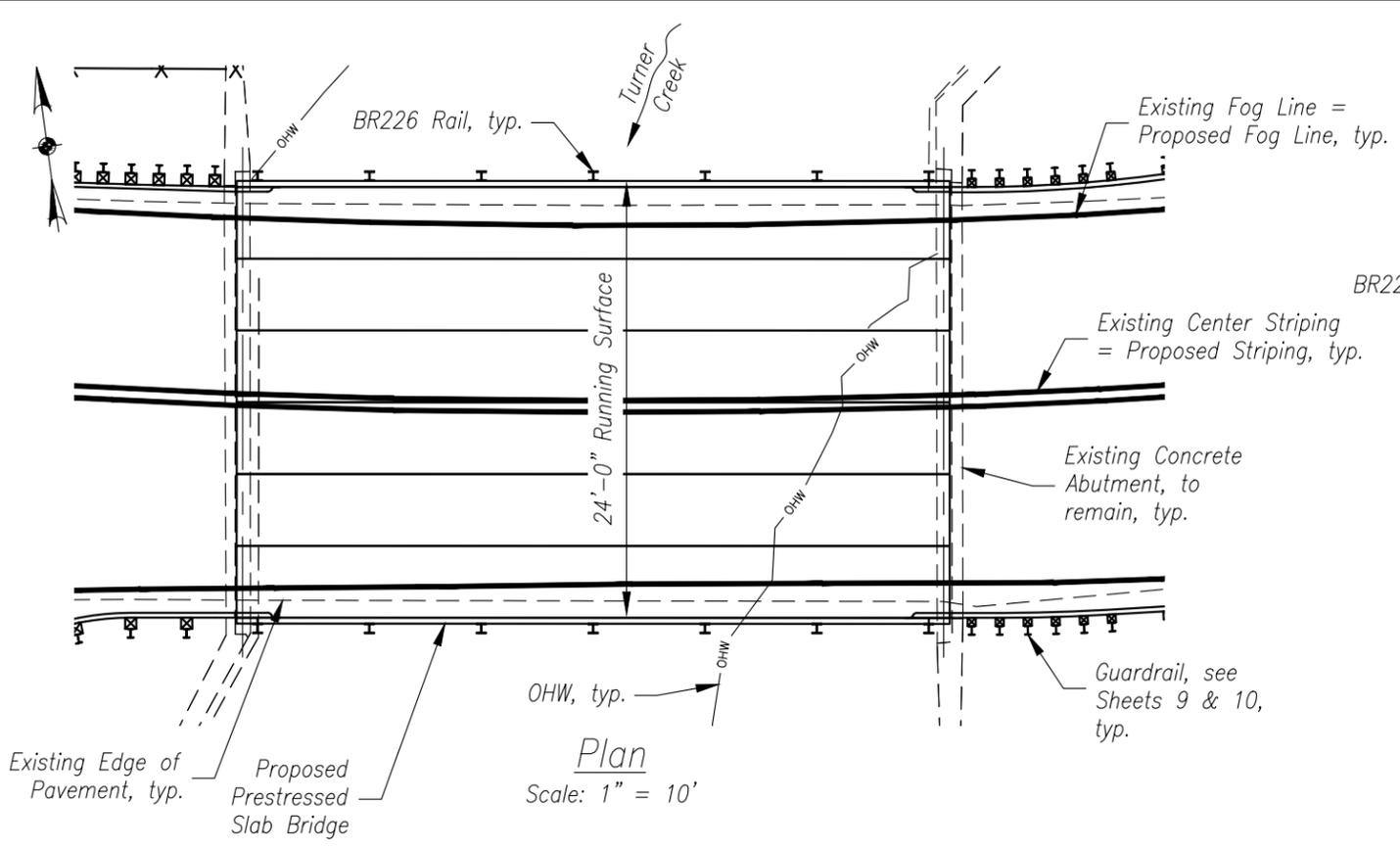
RENEWS: 12/31/2024

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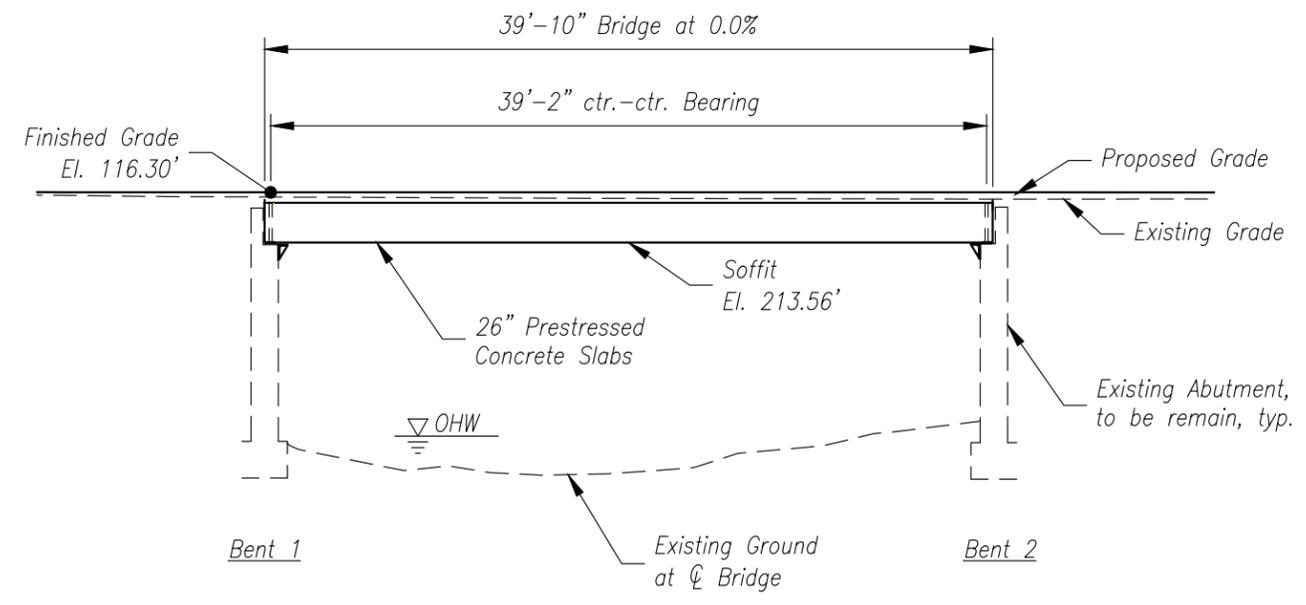
2024 Pike Road Bridge Superstructure Replacement

Existing Plan, Elevation, & Section

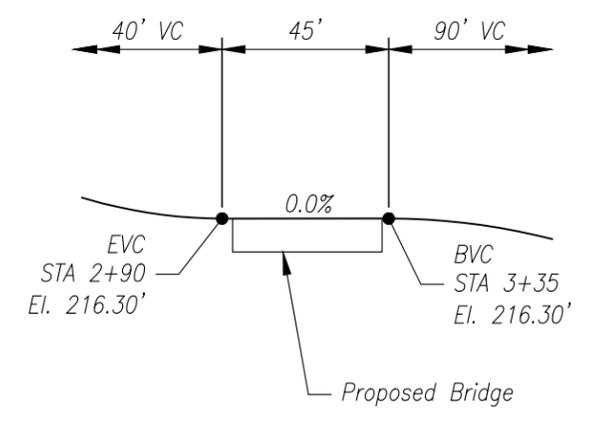
Designed: D. Ojua Date: 12/14/2023
 Checked: A. Dunn Sheet 7 of 15



Deck Section
Scale: 1/4" = 1'-0"



Elevation
Scale: 1" = 10'
(Rail omitted for clarity)



Gradeline Diagram
No Scale

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SEPTEMBER 12, 2023
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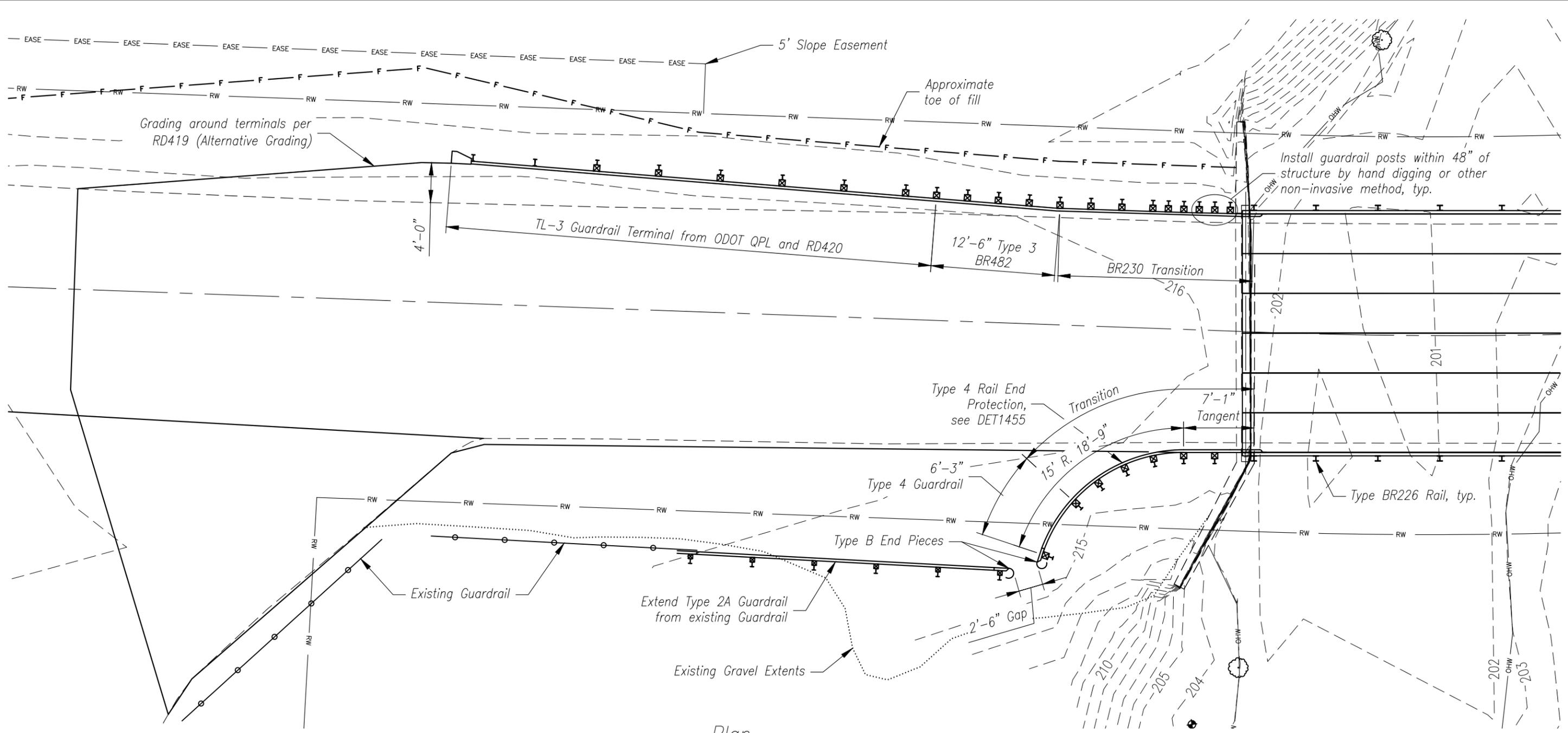
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2024 Pike Road Bridge Superstructure Replacement

Proposed Plan, Elevation, & Section

Designed: D. Ojua Date: 12/14/2023

Checked: A. Dunn Sheet 8 of 15



Plan
Scale: 1" = 10'

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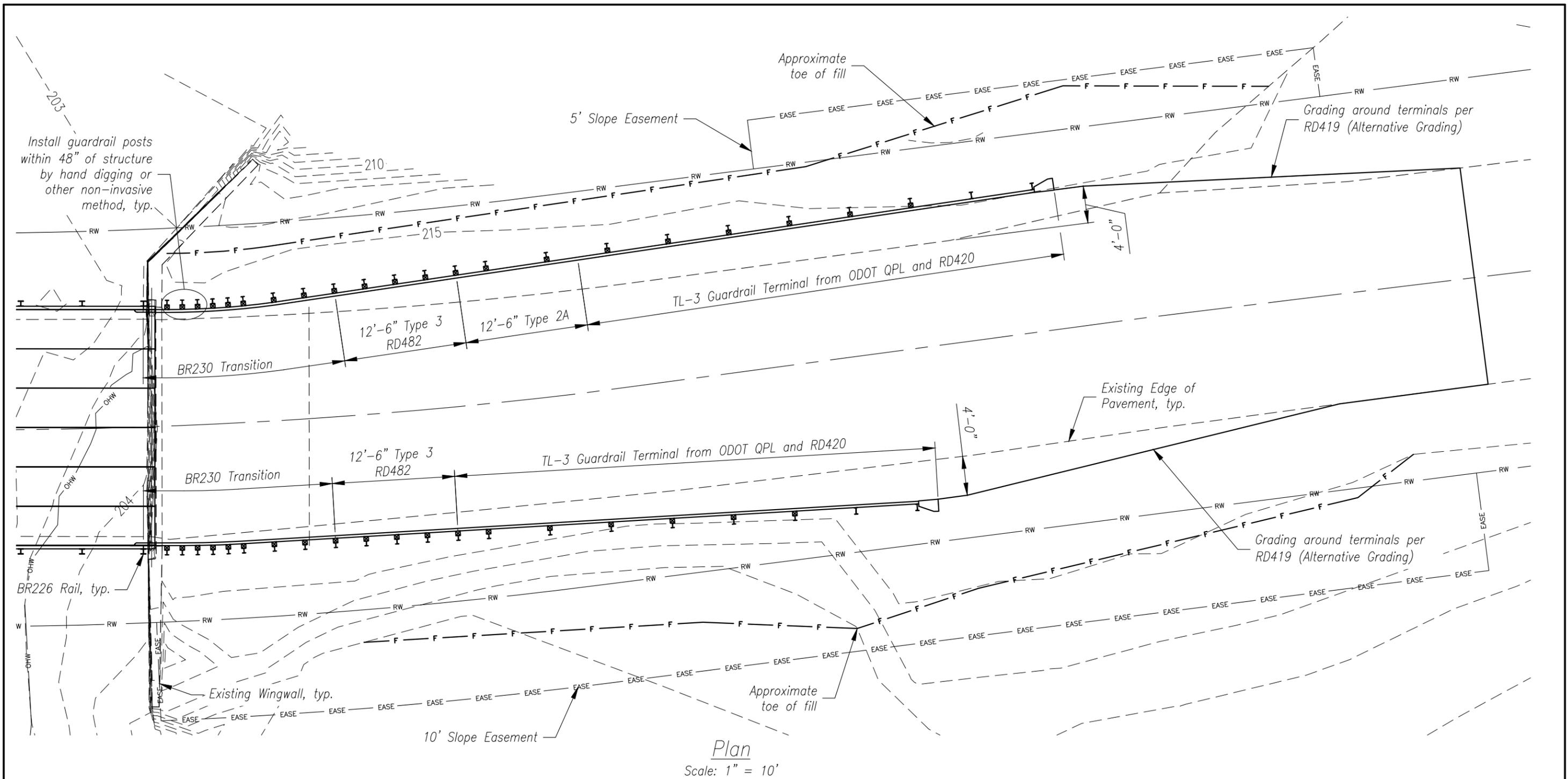
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2024 Pike Road Bridge
 Superstructure Replacement

West Guardrail Details

Designed: D. Ojua Date: 12/14/2023
 Checked: A. Dunn Sheet 9 of 15

Measures one inch on original drawing.
 Adjust scales accordingly.



Plan
Scale: 1" = 10'

Rev	Description	By	Date

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OREGON
 SEPTEMBER 12, 2023
 DEREK JOHN OJUA

RENEWS: 12/31/2024

Yamhill County Public Works

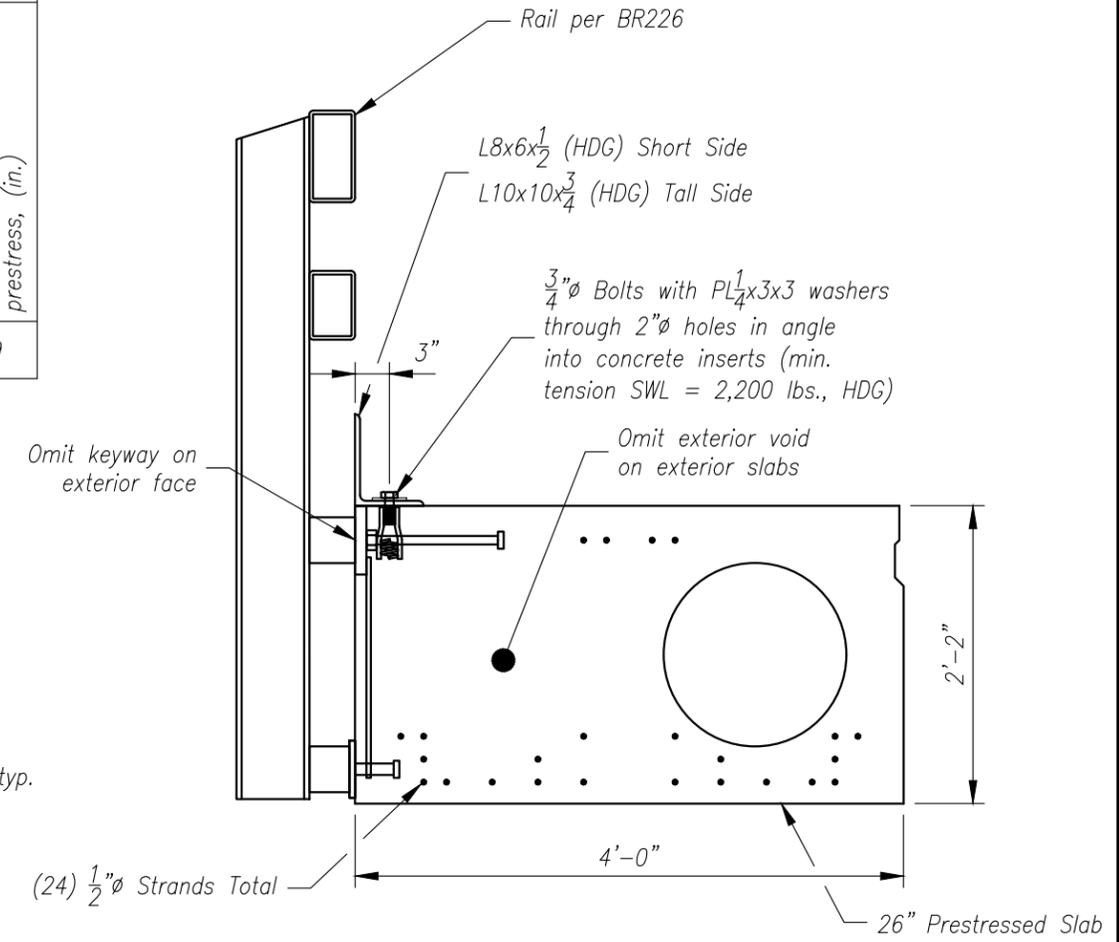
2024 Pike Road Bridge
 Superstructure Replacement

East Guardrail Details

Designed: D. Ojua Date: 12/14/2023
 Checked: A. Dunn Sheet 10 of 15

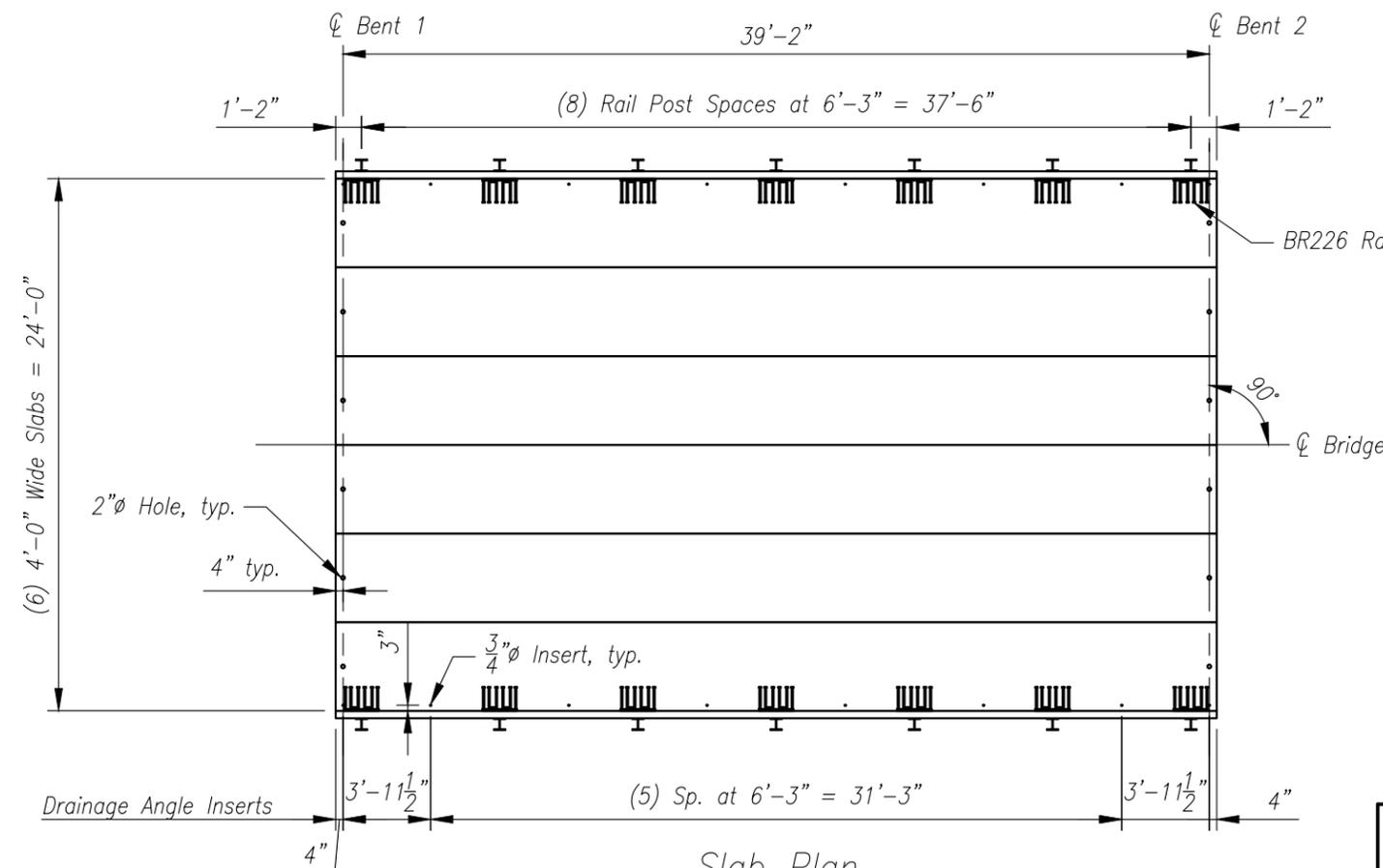
21" Standard Precast Prestressed Slabs																		
No. slabs required	Span No.	Horizontal length o-o at slab ϕ , (ft.) (after shortening)	Skew angle		Total strands	Debonded strands	Distance "Yc" to c.g. strand at midspan, (in.)	Distance "Yu" to c.g.s. at midspan subtracting top strand, (in.)	Concrete class, (psi)	Minimum concrete strength at transfer of prestress, (psi)	Estimated initial strand stress loss, (ksi)	Estimated slab weight (kips)	Estimated Midspan Deflection (in.)					Estimated shortening 2 weeks after transfer of prestress, (in.)
			Back	Ahead									Upward at transfer of prestress	Upward 3 months after transfer of prestress (No SIDL)	Upward 5 years after transfer of prestress (No SIDL)	Instantaneous downward due to SIDL	Downward due to SIDL 5 years after loading	
6	1	39'-10"	0°	0°	24	0	6.73	3.48	5000	4000	6.4	37.4	0.20	0.35	0.36	0.10	0.10	0.19

The superimposed dead load (SIDL) is 146 PSF which includes 6 PSF for the rails, 100 PSF for present wearing surface and 40 PSF for future wearing surface. 26" slabs to be as per ODOT Std. DET3450, Slab 3, except as shown. See BR420 & BR445 for details not shown.

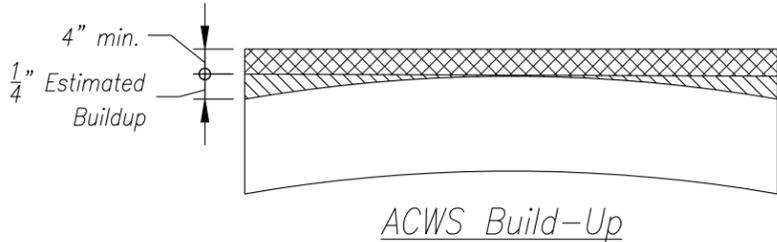


Typical Slab Section
Scale: 3/4" = 1'-0"

Note: Exterior Slabs shall have a 10" maximum stirrup spacing where a 12" spacing is shown on BR420.



Slab Plan
Scale: 1/8" = 1'-0"



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Measures one inch on original drawing. Adjust scales accordingly.

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S. OREGON
 SEPTEMBER 12, 2023
 DEREK JOHN OJUA

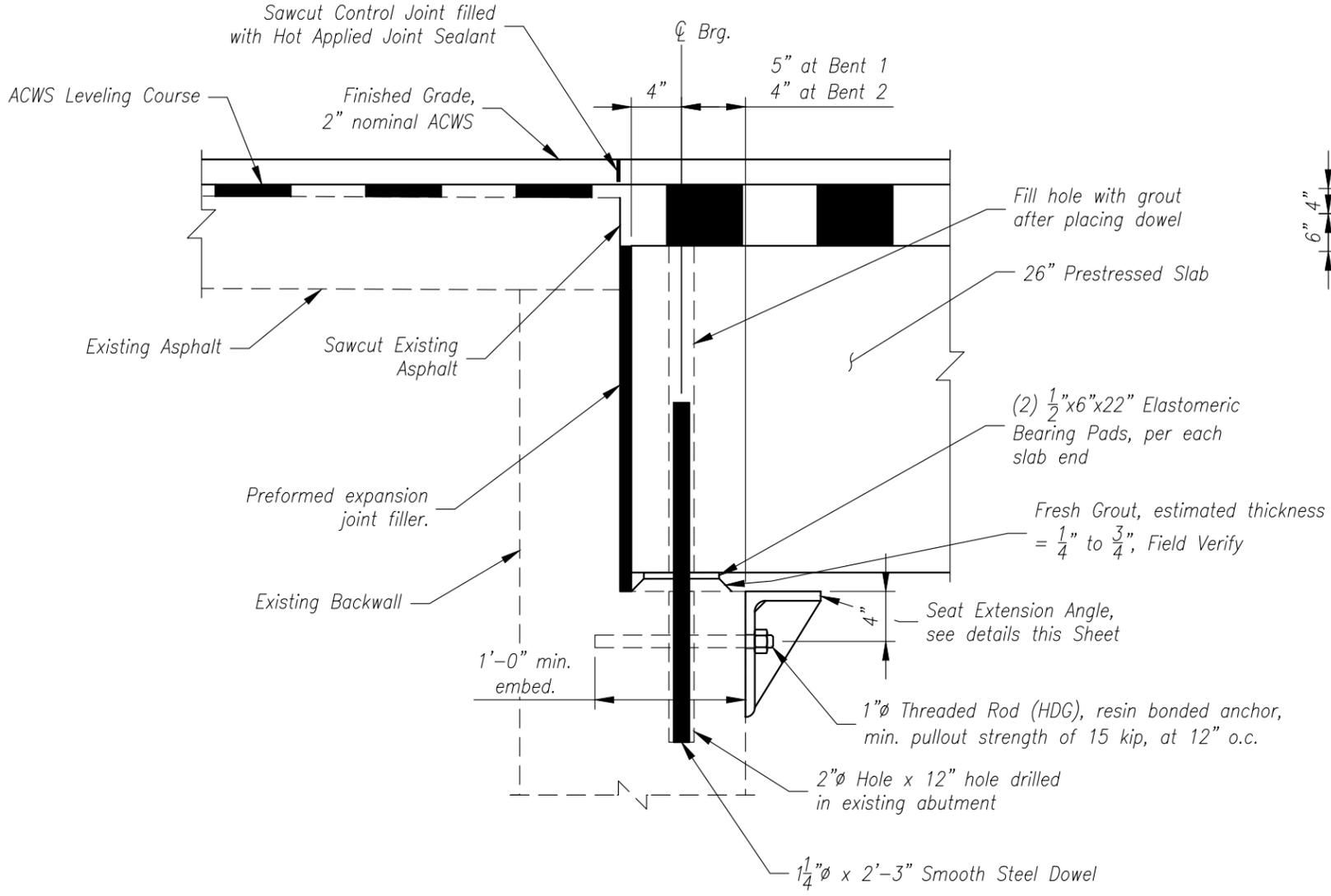
RENEWS: 12/31/2024

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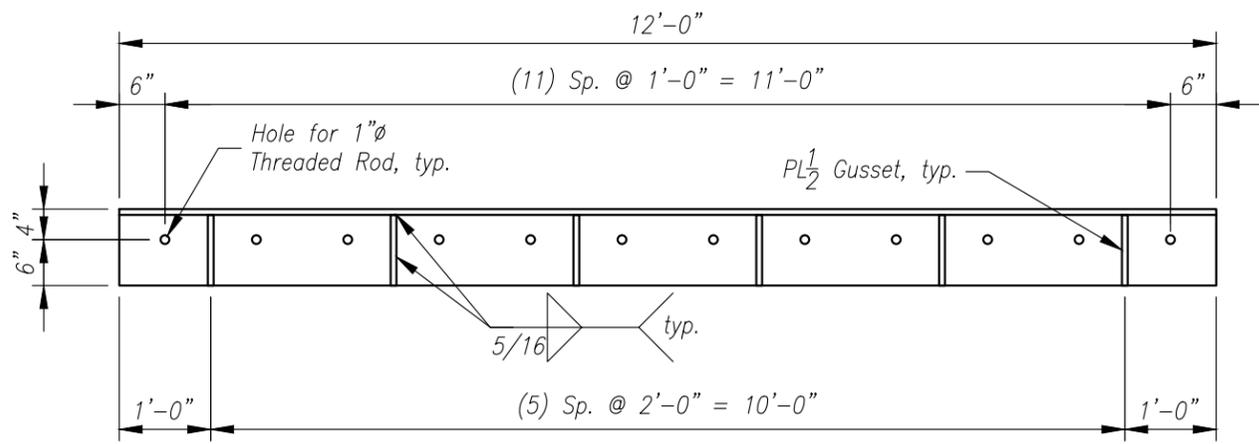
2024 Pike Road Bridge Superstructure Replacement

Slab Details

Designed: D. Ojua Date: 12/14/2023
 Checked: A. Dunn Sheet 11 of 15

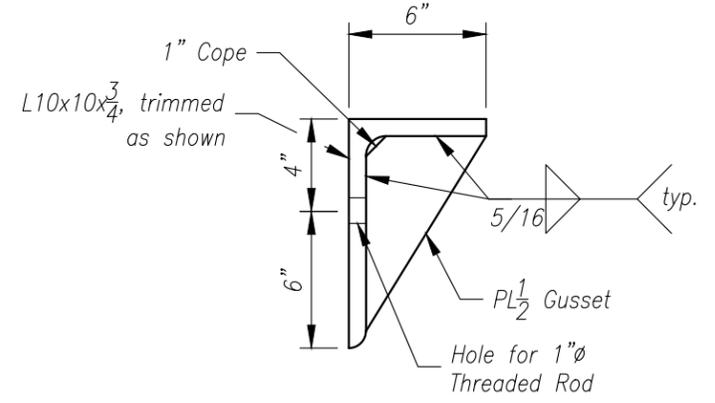


Bearing Details
Scale: 1" = 1'-0"
(Rail omitted for clarity)



Seat Extension Angle Detail
Scale: 1/2" = 1'-0"

(4) Seat Extension Angles Required.
Hot-dip Galvanized after fabrication.



Seat Extension Angle Section
Scale: 1-1/2" = 1'-0"

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SEPTEMBER 12, 2023
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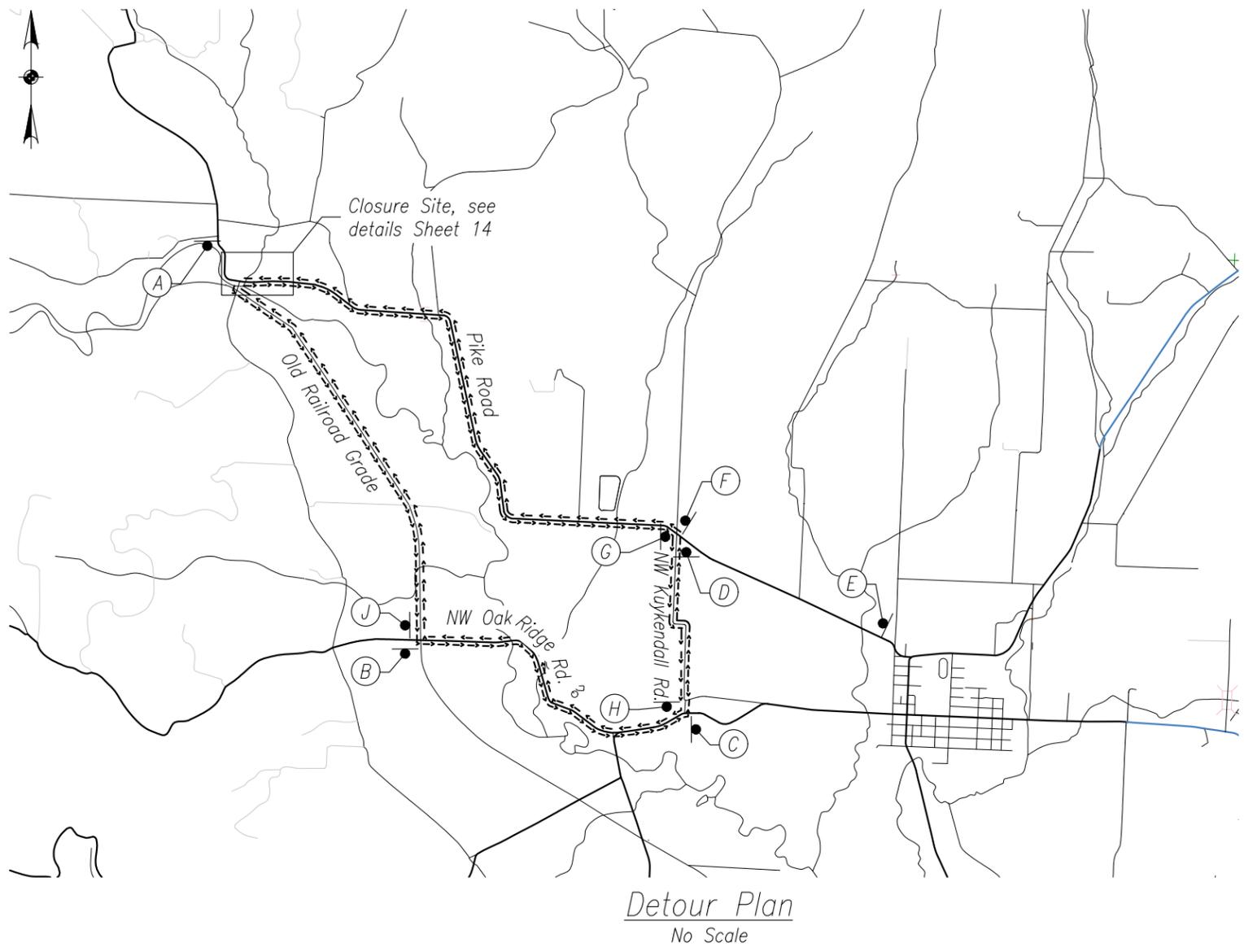
RENEWS: 12/31/2024

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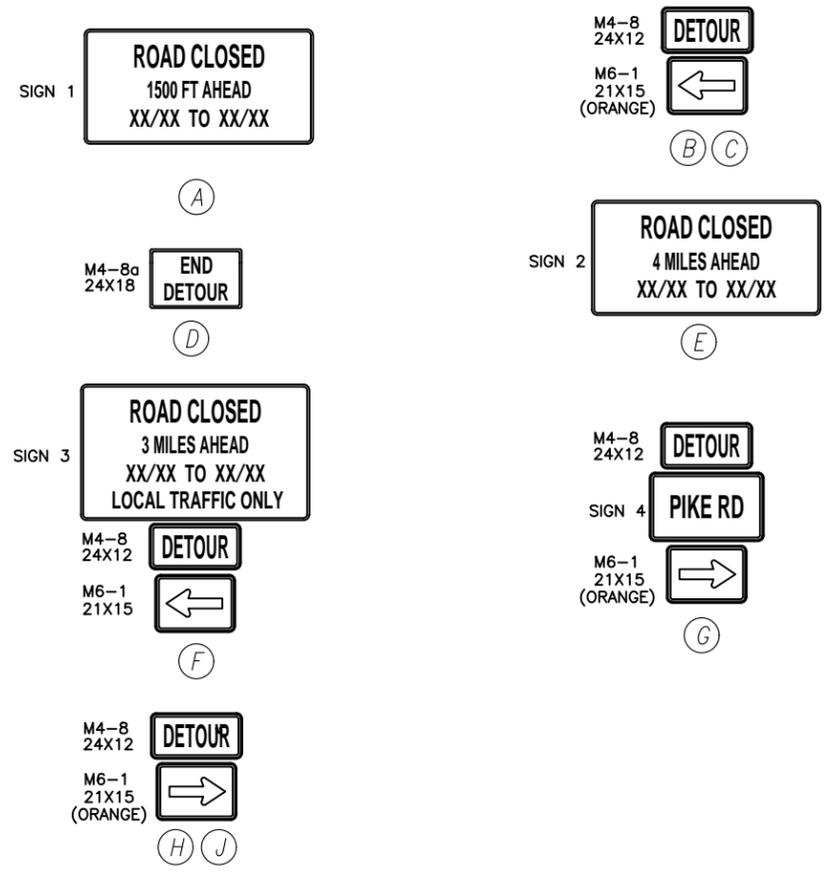
2024 Pike Road Bridge Superstructure Replacement

Bearing Details

Designed: D. Ojua Date: 12/14/2023
Checked: A. Dunn Sheet 12 of 15



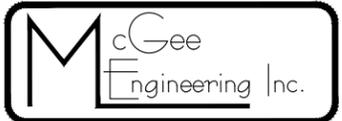
Detour Plan
No Scale



TRAFFIC CONTROL NOTES

- 1) The contractor shall submit a traffic control plan prior to the start of operation for review by the Agency's Project Manager.
- 2) Install temporary traffic control in accordance with Part VI of the Manual on Uniform Traffic Control Devices *MUTCD" and the Oregon Department of Transportation Traffic Control Handbook.
- 3) The contractor shall be responsible to maintain all traffic control signs throughout the entirety of the project. Any signs that are missing or defaced shall be replaced immediately.
- 4) Lane Closures may be required to finish the paving and guardrail work. The contractor shall submit a traffic control plan detailing any required lane closures required before or after the full road closure.

Rev	Description	By	Date



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Adjust scales accordingly.

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SEPTEMBER 12, 2023
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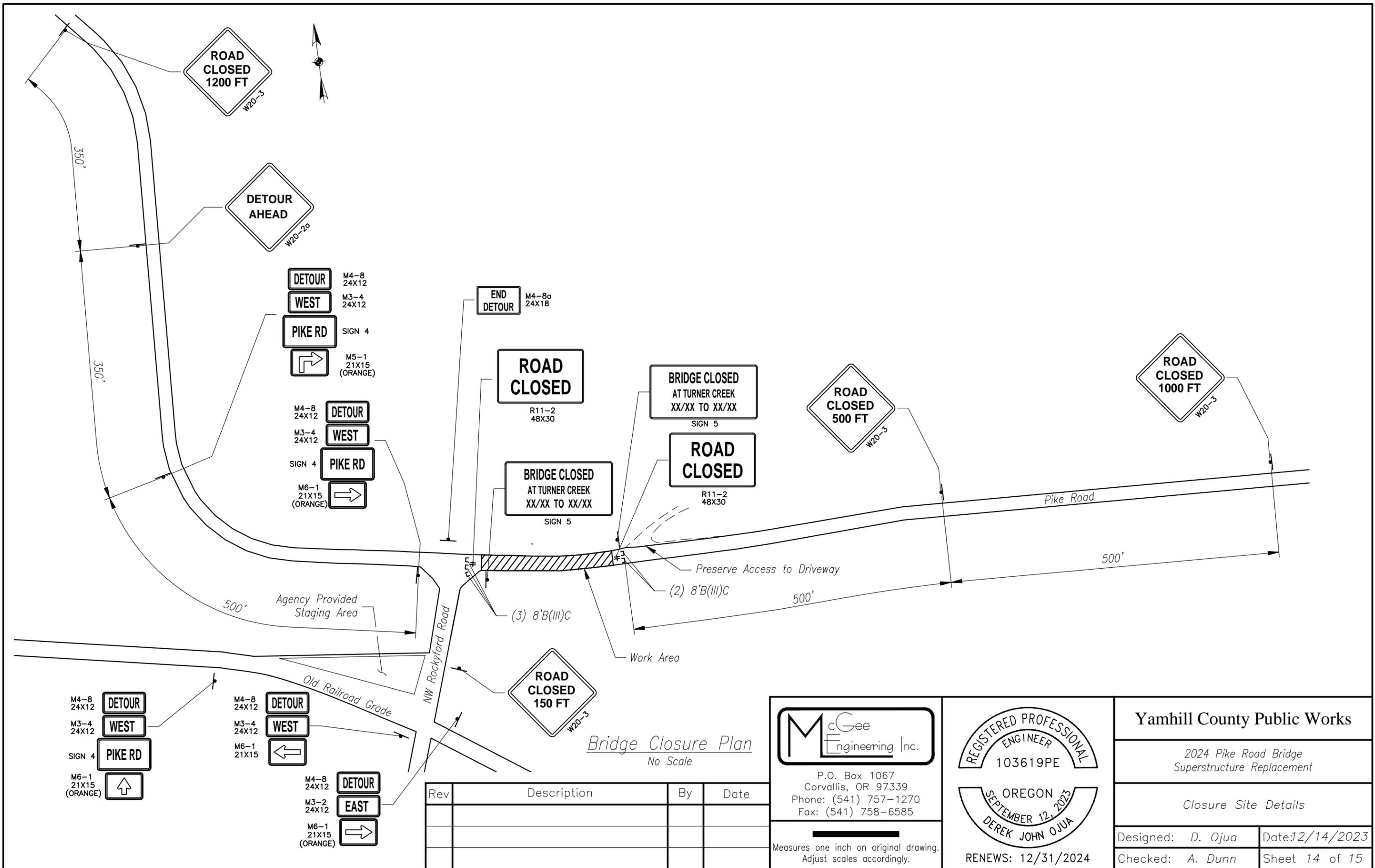
RENEWS: 12/31/2024

Yamhill County Public Works

2024 Pike Road Bridge
Superstructure Replacement

Detour Plan

Designed: <i>D. Ojua</i>	Date: <i>12/14/2023</i>
Checked: <i>A. Dunn</i>	Sheet <i>13</i> of <i>15</i>



Bridge Closure Plan
No Scale

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 ENGINEER
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 OREGON
 SEPTEMBER 12, 2023
 DEREK JOHN OJUA
 RENEWS: 12/31/2024

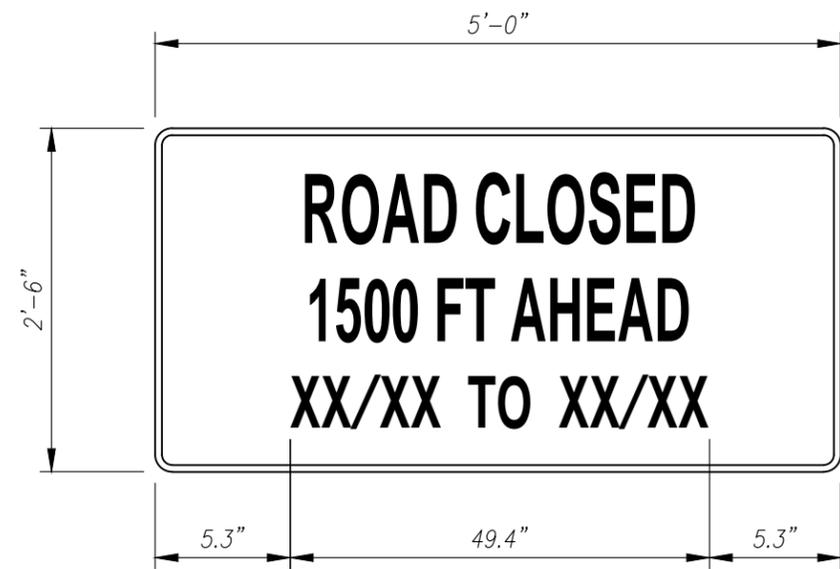
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2024 Pike Road Bridge Superstructure Replacement

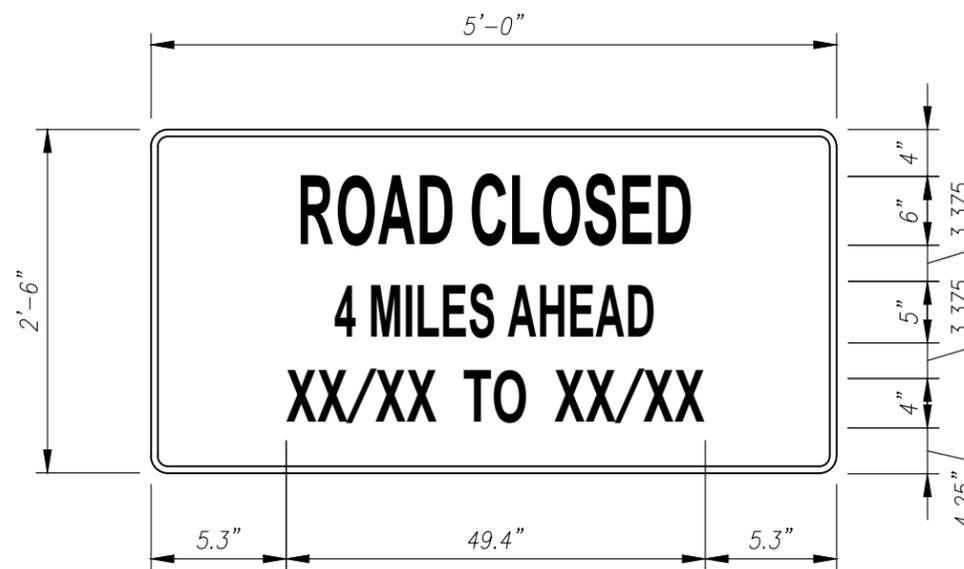
Closure Site Details

Designed: D. Ojua Date: 12/14/2023
 Checked: A. Dunn Sheet 14 of 15

Measures one inch on original drawing.
Adjust scales accordingly.



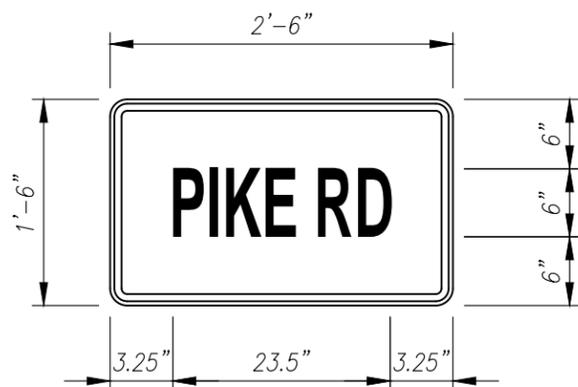
Sign 1



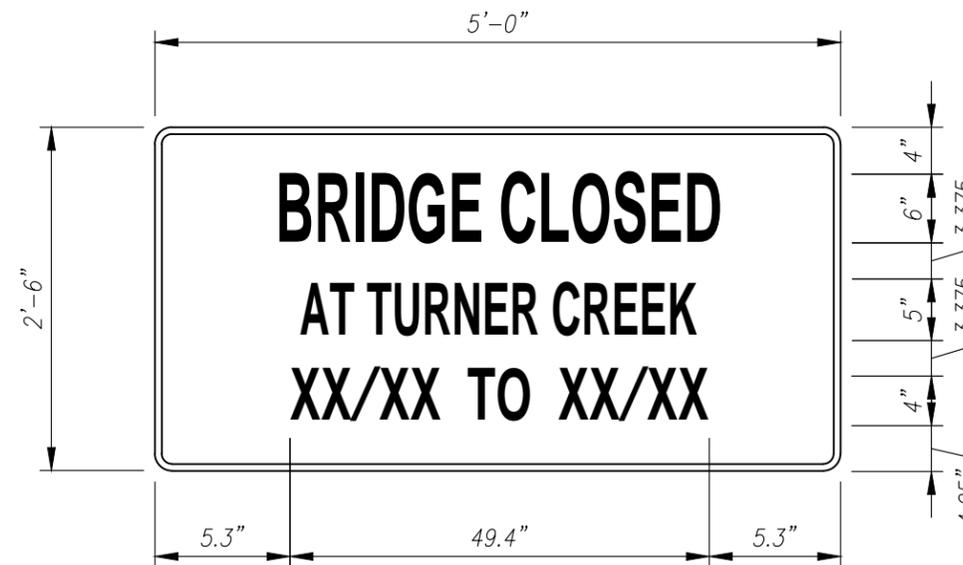
Sign 2



Sign 3



Sign 4



Sign 5

Note:
Replace XX/XX to XX/XX with dates of road closure.

Rev	Description	By	Date

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REGISTERED PROFESSIONAL
 ENGINEER
 103619PE

OREGON
 SEPTEMBER 12, 2023
 DEREK JOHN OJUA

RENEWS: 12/31/2024

Yamhill County Public Works

2024 Pike Road Bridge
 Superstructure Replacement

Sign Details

Designed: D. Ojua Date: 12/14/2023
 Checked: A. Dunn Sheet 15 of 15

SIGNATURE SHEET

2024 PIKE ROAD SUPERSTRUCTURE REPLACEMENT

The undersigned bidder hereby represents as follows: That this bid is made without connection with any person, firm or corporation making a bid for the same material and is in all respects fair and without collusion or fraud. And that the bidder has complied with the tax laws of the state or a political subdivision of the state, including ORS 305.620 and ORS Chapters 316, 317 and 318.

BID SUBMITTED BY:

Name of Bidder: Haworth Inc.
Contractor's Registration Number and Expiration Date: 82433 5/6/24
Worker's Comp. Insurance Company: SAIF
Worker's Comp. Policy Binder Number: 488787
Federal Tax Identification Number: 93-1078712
Name of Authorized Agent (Please print or type): Troy Haworth
Email for notifications: Troy@haworthinc.net

Check appropriate box below:

- [X] Bidder is a resident bidder as defined under ORS 279A.120*
() Bidder is a non-resident bidder

Signature of Authorized Agent: [Signature]
Title: President
Business Address of Bidder: 13500 SW Hwy 99W McMinnville OR 97128
Phone Number: 503-472-2452 Date: 2/13/24

Bidder is a resident bidder as defined in ORS 279A.120* [X] Yes ___ No

Proposals shall be submitted in a sealed envelope plainly marked "2024 PIKE ROAD BRIDGE SUPERSTRUCTURE REPLACEMENT" with the name and address of the bidder.

Signed: [Signature] Title: President

* "Resident bidder" means a bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid, has a business address in this state and has stated in the bid whether the bidder is a "resident bidder".

I also certify that as a part of my bid the applicable provisions of ORS 279A, 279B, 279C, and more specifically 279C.530 shall be complied with.

Signed [Signature]
Title President

Addendum #1 1/23/24
[Signature]

YAMHILL COUNTY

2024 Pike Road Bridge Superstructure Replacement Project

ADDENDUM #1

DATE: January 23rd, 2024
TO: All Interested Persons
FROM: Greg Haffner, Public Works Engineering Manager

The following additions, deletions, corrections and/or clarifications are made to the solicitation documents for this project. Any changes made by this Addendum replace only the portion of the words or paragraphs specifically mentioned herein and the balance of the solicitation document remains the same and in full force. It is the responsibility of the bidders to conform to this Addendum. **All Bidders shall acknowledge receipt of this Addendum on "Section I – Bid Proposal Form."** All questions regarding this addendum should be directed to Greg Haffner at 503-434-7365 Email haffnerg@co.yamhill.or.us

1. **Replace Plan Sheet 1.** See attached page 1/2.
 - a. Updates BR420 detail to 26" Prestressed Slab
2. **Replace Plan Sheet 11.** See attached page 2/2.
 - a. Updates header as shown on sheet.

Bidder Signature:  Date: 2-13-24

SUPERSTRUCTURE REPLACEMENT PROJECT - PIKE ROAD

Bidder Name: HAWORTH INC.
Bidder CCB#
82433

ITEM NO.	SPEC. SECTION	BID ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	0210-010000A	MOBILIZATION	1	LS	\$ 5,625.00	\$ 5,625.00
2	0221-010000B	TEMPORARY TRAFFIC CONTROL, COMPLETE	1	LS	\$ 8,421.00	\$ 8,421.00
3	0225-0154000F	STRIPE REMOVAL	250	FOOT	\$ 1.56	\$ 390.00
4	0253-0106000A	TEMPORARY WORK ACCESS AND CONTAINMENT	1	LS	\$ 25,000.00	\$ 25,000.00
5	0280-010000A	EROSION CONTROL	1	LS	\$ 5,500.00	\$ 5,500.00
6	0290-010000A	POLLUTION CONTROL PLAN	1	LS	\$ 2,500.00	\$ 2,500.00
7	0290-0102000A	WORK CONTAINMENT PLAN	1	LS	\$ 2,000.00	\$ 2,000.00
8	0294-0500000A	LEAD COMPLIANCE PLAN	1	LS	\$ 5,500.00	\$ 5,500.00
9	0305-0100000A	CONSTRUCTION SURVEY WORK	1	LS	\$ 4,000.00	\$ 4,000.00
10	0310-0119000F	ASPHALT PAVEMENT SAW CUTTING	120	FOOT	\$ 6.50	\$ 780.00
11	0320-0100000A	CLEARING AND GRUBBING	1	LS	\$ 4,500.00	\$ 4,500.00
12	0501-0100000A	BRIDGE REMOVAL WORK	1	LS	\$ 35,000.00	\$ 35,000.00
13	0550-0138000F	26 INCH PRECAST PRESTRESSED SLABS	240	FOOT	\$ 982.30	\$ 235,752.00
14	0587-0102000A	2 TUBE SIDE MOUNT RAIL	1	LS	\$ 56,350.00	\$ 56,350.00
15	0592-0101000J	ROLLED WATERPROOF MEMBRANE	960	SQFT	\$ 3.45	\$ 3,312.00
16	0620-0105000J	COLD PLANE PAVEMENT REMOVAL, 0 - 2 1/2 INCHES DEEP	800	SQYD	\$ 5.89	\$ 4,712.00
17	0641-0102000K	AGGREGATE BASE	116	CUYD	\$ 60.00	\$ 6,960.00
18	0745-0202000M	LEVEL 2, 1/2 INCH ACP	180	TON	\$ 177.20	\$ 31,896.00
19	0810-0120000E	GUARDRAIL ANCHORS, TYPE 1 MODIFIED	1	EACH	\$ 1,104.00	\$ 1,104.00
20	0810-0122000E	GUARDRAIL END PIECES, TYPE B	2	EACH	\$ 115.00	\$ 230.00
21	0810-0126000E	GUARDRAIL TRANSITION	4	EACH	\$ 3,047.50	\$ 12,190.00
22	0810-0129000E	GUARDRAIL TERMINALS, NON-FLARED	3	EACH	\$ 4,025.00	\$ 12,075.00
23	0810-0145000E	EXTRA FOR HAND DUG GUARDRAIL POST HOLES	11	EACH	\$ 230.00	\$ 2,530.00
24	0810-0146100F	MIDWEST GUARDRAIL SYSTEM, TYPE 2A	50	FOOT	\$ 41.12	\$ 2,056.00
25	0810-0146100F	MIDWEST GUARDRAIL SYSTEM, TYPE 3	37.5	FOOT	\$ 98.33	\$ 3,687.38
26	0810-0146100F	MIDWEST GUARDRAIL SYSTEM, TYPE 4	6.25	FOOT	\$ 89.70	\$ 560.63
27	0860-0200000F	LONGITUDINAL PAVEMENT MARKINGS - PAINT	1150	FOOT	\$ 2.59	\$ 2,978.50
28	-	SEAT EXTENSION ANGLES, FURNISH AND INSTALL	1	LS	\$ 18,600.00	\$ 18,600.00
TOTAL						\$ 494,209.50

AIA[®] Document A310[™] – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
HAWORTH, INC.
13500 SW HWY 99W
MCMINNVILLE OR 97128

SURETY:
(Name, legal status and principal place of business)
ATLANTIC SPECIALTY INSURANCE COMPANY
ONE TOWNE SQUARE, SUITE 1470
SOUTHFIELD MICHIGAN 48076

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)
YAMHILL COUNTY PUBLIC WORKS
2060 NE LAFAYETTE AVE
MCMINNVILLE, OR 97128

BOND AMOUNT:
NOT TO EXCEED TEN PERCENT OF AMOUNT BID***** (****10%****)

PROJECT:
(Name, location or address, and Project number, if any)

PIKE RD. BRIDGE SUPER STRUCTURE REPLACEMENT

Project Number, if any: 902219

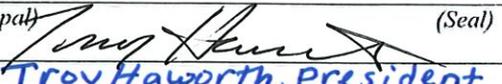
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 25th day of JANUARY 2024


(Witness)

HAWORTH, INC.
(Principal)  *(Seal)*

(Title) **Troy Haworth, President**
ATLANTIC SPECIALTY INSURANCE COMPANY


(Witness)

(Surety)  *(Seal)*
(Title) **ROBIN BAIRD, ATTORNEY-IN-FACT**



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: Kyle Hudson, William Kaufmann, Keith Yam, Michelle Bench, Robin Baird, Kenneth Price, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

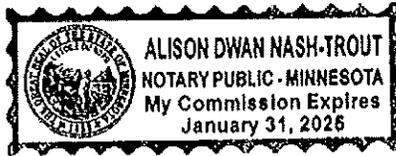
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.



By 
Sarah A. Kolar, Vice President and General Counsel

STATE OF MINNESOTA
HENNEPIN COUNTY

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.




Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 25 day of JANUARY, 2024.

This Power of Attorney expires
January 31, 2025




Kara L.B. Barrow, Secretary

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

Project Name 2024 Pike Road Bridge Superstructure Replacement
Highway Pike Road
County Yamhill County
Bid Opening Date February 13th, 2024

Name of Bidding Contractor Haworth Inc.

CHECK THIS BOX IF YOU WILL NOT BE USING ANY FIRST-TIER SUBCONTRACTORS OR IF YOU ARE NOT SUBJECT TO THE DISCLOSURE REQUIREMENTS (SEE INSTRUCTIONS).

FIRST-TIER SUBCONTRACTORS

Firm Name <u>Columbia River Contractors Inc.</u>	Dollar Amount <u>32,566.00</u>
Category of Work <u>Guardrails</u>	

Firm Name <u>Coral Construction Co.</u>	Dollar Amount <u>49,000.00</u>
Category of Work <u>Guardrails</u>	

Firm Name <u>HE'H Paving</u>	Dollar Amount <u>34,715.00</u>
Category of Work <u>Paver</u>	

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

(Attach additional sheets as necessary)